



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Clarkstown, Town of and Clarkstown Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Rockland County Local 844 (2007)**

Employer Name: **Clarkstown, Town of**

Union: **Clarkstown Unit, CSEA, AFSCME, AFL-CIO**

Local: **Rockland County Local 844, 1000**

Effective Date: **01/01/07**

Expiration Date: **12/31/11**

PERB ID Number: **7315**

Unit Size: **579**

Number of Pages: **100**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT

by and between the

TOWN OF CLARKSTOWN

and

CSEA Local 1000 AFSCME,
AFL-CIO

RECEIVED

AUG 07 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Town of Clarkstown Unit
Rockland County Local 844

January 1, 2007 - December 31, 2011

523 F/T
56 P/T

(579)



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
	Preamble	1
I	Applicable Law	1
II	Recognition	1
III	Collective Bargaining Unit	2
IV	Affirmation Not to Strike	2
V	Consultation on Matters of Administration of the Agreement	2
VI	Required Changes in Contract	3
VII	Payroll Deductions	3
	Dues Deduction	3
	Insurance Deductions	4
	Credit Union	4
	Agency Shop	4
	Information	5
VIII	Salary Plan	5
	Wages	5
	Annual Increments	7
	Longevity	7
	Promotions	8
	Reallocation	8
IX	Basic Work Week	8
X	Basic Work Hours	11
XI	Attendance	11
	Record of Attendance	11
	Time and Attendance Policy (See Appendix "L")	12
XII	35 Hour Week Employees	12
	40 Hour Week Employees	13
	35 And 40 Hour Week Employees	14
	Uniforms and Work Shoes for 40 Hour Employees	15
	Uniforms	15
	Safety Shoes	16

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
XIII	Overtime Assignments	17
XIV	Highway Department Job Classification and Duties	18
XV	Job Vestment	19
XVI	Temporary Assignments	19
XVII	Filling vacancies	20
	Posting	20
XVIII	Leave With Pay	22
	Saturdays, Sundays and Holidays	22
	Vacation	22
	Sick Leave	25
	Bereavement Leave	25
	Immediate Family	25
	Personal leave	28
	Leave for Court and Jury Attendance	30
	Leave for Civil Service Examinations	31
	Military Leave and Other Leaves	31
	Required by Law	
	Workers' Compensation Coverage	31
	Leave Due to Injury or Disease Incurred	
	In the Performance of Duty	
	Accrual of Leave Credits	31
	Award Credited to Town	32
	Restoration of Leave Credits	32
	Additional Leave	32
	Educational Leave	33
XIX	Leaves Without Pay	33
	General	33
	Maternity Leave	34
	Educational Leave	35
	Short Term Leave Without Pay	35
XX	Applicability	35
XXI	Pensions and Insurance	36
	Pensions	36
	Health Insurance	36
	Dental insurance	40
	Optical Insurance	41
XXII	Seniority	41

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
XXIII	Tenure/Discipline	41
XXIV	Grievance Procedure (See Appendix "G")	42
XXV	Safety Standards	42
	Joint Labor-Management Occupational Health and Safety Committee	43
XXVI	Separation from Town Service	45
	Vacation	45
	Retirement Award	45
XXVII	Terms and Conditions for Part-Time Bus Drivers and School Crossing Guards	46
XXVIII	General Provisions	48
	Bulletin Boards	48
	Recognition of CSEA Representatives	49
	Freedom of Representation	49
	Consultation on Job Categories	49
	Training Program	50
	Request for Examinations	50
	Use of Personal Automobile	50
	Uniforms	50
	Agency Shop Fee Deduction	50
	Obligation of Employer	51
	Pre-employment Physicals	51
	Distribution of Contract	51
	Effective Date and Duration of Contract	51
	Retroactive Agreement	51
	Increment Step System	51
	Legislative Implementation	52
APPENDIX A	- 2007 Salary Schedule	53
APPENDIX B	- 2008 Salary Schedule	54
APPENDIX C-1	- 2009 Salary Schedule	55
APPENDIX C-2	- 2010 Salary Schedule	56
APPENDIX C-3	- 2011 Salary Schedule	57
APPENDIX D	- Longevity Payment	58
APPENDIX E	- Vacation Schedule (Pre 1981)	59

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
APPENDIX F	- Vacation Schedule (Post 1981)	60
APPENDIX G	- Grievance Procedure	61
	Preamble	61
	Basic Standards and Principles	61
	Scope	62
	Application	62
	Consideration of Grievances	63
	First Stage - Immediate Supervisor	63
	Second Stage - Unit, Section or Division Head	63
	Third Stage - Appointing Authority/ Department Head	64
	Fourth Stage - Arbitration	65
	Time of Hearing	65
	Time Limits	65
	Levels of Supervision	66
	Definitions	66
APPENDIX H	- Grade Allocations	69
APPENDIX I	- ALTERNATE DISCIPLINARY PROCEDURE	76
	Section 1 - Eligibility	76
	Section 2 - Waiver of Rights	76
	Section 3 - Employees Rights	76
	Section 4 - Employer Imposed Discipline Procedure	77
	Section 5 - Impartial Hearing Officer Procedure	78
	Section 6 - Suspension Without Pay	81
	Section 7 - Disciplinary Procedure	82
APPENDIX J	- SALARY SCHEDULE 1992	83
	NOTE: Retirement Award Based Upon 1992 Salary Schedule	
APPENDIX K	- DRUG TESTING POLICY	84
APPENDIX L	- TIME AND ATTENDANCE POLICY	90

PREAMBLE

WHEREAS, it is the intent and purpose of the parties to this Agreement to establish and maintain a harmonious and cooperative relationship between the Town of Clarkstown and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government;

NOW, in consideration of the mutual obligations contained herein the parties agree as follows:

ARTICLE I

APPLICABLE LAW

The Town of Clarkstown and the Clarkstown Unit CSEA shall comply with the requirements of the Public Employees Fair Employment Act by recognizing the rights of the employees of the Town of Clarkstown to self organization and representation for collective negotiations on the terms and conditions of employment.

ARTICLE II

RECOGNITION

The Town of Clarkstown hereinafter referred to as the Employer recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, as the certified union for the Town of Clarkstown Unit, pursuant to the terms of the certification or recognition, as the exclusive representative for collective negotiations with respect to salaries, wages, hours, and all other terms

and conditions of employment for the employees in the bargaining unit as defined in Article III.

ARTICLE III

COLLECTIVE BARGAINING UNIT

The Bargaining Unit shall consist of all employees of the Town of Clarkstown. Excluded shall be elected officials, members of the Clarkstown Police Department, the Special CSEA Bargaining Unit of Department Heads, all seasonal, temporary and part-time employees other than part-time bus drivers and school crossing guards, and those employees in the exempt and unclassified service.

ARTICLE IV

AFFIRMATION NOT TO STRIKE

The Clarkstown Unit, CSEA, affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such strike.

ARTICLE V

CONSULTATION ON MATTERS OF ADMINISTRATION OF THE AGREEMENT

1. The parties shall establish a labor management committee to review matters of contract interpretation and terms and conditions of employment in an effort to expedite concerns that evolve during the term of the contract.

2. The committee shall be made up of three (3) members designated by the Town and three (3) members designated by the Union.

ARTICLE VI

REQUIRED CHANGES IN CONTRACT

It is understood and agreed by the parties to this Agreement, that any provision inconsistent with or contrary to law or rules and regulations having the force and effect of law, shall be considered as deleted from the Agreement, without harm to the remaining provisions of the Agreement. If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE VII

PAYROLL DEDUCTIONS

Dues Deduction

1. The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll period basis. No other employee organization shall be accorded any payroll deduction privileges

without the express consent and written authorization of the Civil Service Employees Association, Inc.

Insurance Deduction

2. The employer shall also deduct from the wages of employees who have signed authorizations permitting such payroll deductions, and remit to the CSEA accident and health insurance premiums.

Credit Union - Bonds; Deferred Compensation

3. The employer shall deduct from the wages of employees who have signed authorizations permitting deductions toward (a) a Credit Union; (b) savings bonds; and/or (c) a deferred compensation plan.

Agency Shop

4. (a) The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

(b) The CSEA hereby holds the Town of Clarkstown harmless for any funds deducted pursuant to this provision and hereby represents that it has instituted a lawful rebate procedure which complies with all statutory and constitutional mandates. If for any reason said rebate procedure is deemed unlawful by a Court of competent jurisdiction, the Town shall no longer have an

obligation to deduct agency shop dues until such time as CSEA's rebate procedure is deemed lawful by an appropriate authority.

Information

5. The Employer shall supply to the Town of Clarkstown Unit a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, payroll number, job title, salary, grade, work location, payroll deduction status, insurance deductions and first date of employment. Such information shall thereafter be provided to the Town of Clarkstown Unit on a semi-annual basis during the months of January and July.

ARTICLE VIII

SALARY PLAN

The wage scale for all employees of the Town of Clarkstown covered by this Contract shall be as shown on the Appendices attached hereto and made an integral part of this Agreement.

1. WAGES

(a) For the year beginning January 1, 2007 through December 31, 2007, three and four-tenths percent (3.4%) shall be added to each step of the previous year's salary schedule as shown on Appendix "A", in addition to increment and longevity provided below.

(b) For the year beginning January 1, 2008 through December 31, 2008 three and five-tenths percent (3.5%) shall be added to each step of the previous year's salary schedule as shown on Appendix "B", in addition to increment and longevity provided below.

(c) For the year beginning January 1, 2009 through December 31, 2009 three and six-tenths percent (3.6%) shall be added to each step of the previous year's salary schedule as shown on Appendix "C-1", in addition to increment and longevity provided below.

(d) For the year beginning January 1, 2010 through December 31, 2010 three and seven-tenths percent (3.7%) shall be added to each step of the previous year's salary schedule as shown on Appendix "C-2", in addition to increment and longevity provided below.

(e) For the year beginning January 1, 2011 through December 31, 2011 three and eight-tenths percent (3.8%) shall be added to each step of the previous year's salary schedule as shown on Appendix "C-3", in addition to increment and longevity provided below.

(f) Members of the bargaining unit serving in the title of police dispatcher will receive an additional eight percent (8%) differential over their regular base salary for all hours worked during a regular tour of duty between 2300 and 0800 hours. This differential shall apply solely to those dispatchers whose tour tours of duty commence either 2300 or 2400 hours. There will be no differential for dispatchers whose tours start prior to 2300 hours nor will differentials be paid to any dispatcher who is not actually on duty at work between 2300 and 0800 hours because of leave of any sort. This differential shall be effective during the full term of this contract.

(g) Increment payment, as provided in 2 below, and longevity payment, as provided in 3 below, shall be paid on January 1st of each year.

(h) The past practice with regard to shift differential for the custodial staff assigned to Town Hall and the Police Department shall be continued during the term of this Agreement.

2. ANNUAL INCREMENTS

(a) (i) Any employee hired between January 1st and August 30th shall be eligible to receive an increment on the next January 1st that follows.

(ii) Any employee hired between September 1st and December 31st shall be eligible to receive an increment on the second January 1st that follows.

(b) Incremental advancement shall be based on a Satisfactory Performance Evaluation. Any employee denied an increment shall have the right to appeal such denial through the Grievance Procedure.

3. LONGEVITY

All longevity increments for 2007, 2008, 2009, 2010 and 2011 shall be paid in accordance with Appendix "D" on the first day of the fiscal year in which the employee has completed their tenth (10th), fifteenth (15th), twentieth (20th) and twenty-fifth (25th) year of service provided, however, that when the anniversary date of the employee falls on or after September 1, then the longevity increment shall be paid on the next succeeding January 1. For purposes of future computations, longevity steps shall be determined by years of service, rather than position on the Salary Scale. These increments shall be increased by any increase that is applied to the salary schedule in future years.

4. PROMOTIONS

If any employee is appointed or promoted to a position in a higher grade, he/she will be placed on the step in the new grade that has a salary immediately higher than the employee's existing salary prior to promotion.

5. REALLOCATION

(a) Reallocation of titles shall be left to the sole discretion of the Town Board upon application by either a member of the bargaining unit or a Department Head. Notice of any such application shall be made to the Town Board, the CSEA President, Personnel Assistant, and to the Town Attorney and shall not constitute a formal application until copies have been provided to all four. It is understood that should the Town Board fail to notify the applicant of a decision within 90 days of the formal application, such failure to act shall constitute a determination by the Town Board to grant an automatic approval. Any decision made by the Town Board relative to the reallocation of a title shall not be subject to the grievance procedure.

(b) There shall be a moratorium on applications for reallocation of titles during the term of this Agreement.

ARTICLE IX

BASIC WORK WEEK

1. The parties to this Agreement subscribe to the principal of a fair day's work for a fair day's pay.

2. The basic work week for Town employees, other than those on a part-time basis and whose hours of work are limited by Law, shall be forty (40) hours, except that the basic work week for office personnel shall be thirty-five

(35) hours, excluding the regular one (1) hour lunch period. Technical and field personnel that are presently in the thirty-five (35) hour category shall be considered as part of the office personnel. Hours worked in excess of the basic work week shall be considered as overtime. Police Radio Dispatchers' holidays, work schedules rotation and meal allowances shall be governed by departmental regulations.

3. Offices shall be open for the transaction of public business from 9:00 A.M. to 5:00 P.M. Monday through Friday (excluding holidays) except as may otherwise be determined by resolution of the Town Board. This applies to clerical offices only.

4. Employees may request to work from 8:00 A.M. to 4:00 P.M. on a temporary or indefinite period, and, if desired, on a rotating plan, at the discretion of the employee with Department Head approval. This applies to those employees who work the 35 hour week.

5. In those offices or departments where it is necessary to conduct certain functions or operations on a 24 hour basis daily or on other than on a 9:00 A.M. to 5:00 P.M. basis, the working days and hours of an employee may be established by the appointing authority in accordance with these Rules provided, however, that no employee, other than part-time, is regularly required to work a split shift.

6. For the purpose of computing the basic work week, authorized leave, (vacation, holidays, sick leave, etc.) shall be considered as a day's work.

7. (a) In the event of an authorized closing of Town offices on a normal working day, by resolution of the appointing authority or by the Town Supervisor for religious, civic or patriotic purposes, all Town employees shall be

specifically notified by the Department Head as far in advance as possible of said closing.

(b) Employees who are required to work on such authorized closing days as above stated, shall receive pay at the regular holiday rate.

8. (a) In the event of an authorized closing of part or all of the Town offices on a normal working day by reason of a localized emergency situation such as heating and ventilation of premises, flooding, fire, detrimental office conditions or obstacles considered to be hazardous for the health, safety and welfare of those employees affected, said employees shall be sent home without loss of pay or leave credits; but said closing shall not be considered as a special event or holiday for those employees not affected by the aforementioned conditions who continue working.

(b) In the event of an authorized closing of all or part of the Town offices on a regularly scheduled work day by reason of emergency weather conditions, any employee who is directed to work under such circumstances in order to maintain the health, safety and welfare of the residents of the Town shall receive their regular pay plus compensatory time off on an hour for hour basis for all time actually worked. If any or all of the Town offices are delayed in opening on a regularly scheduled work day by reason of a weather emergency, such will be announced on available local media as soon as reasonably possible. Employees will not be docked for any time between the beginning of the regular work day and the actual opening of Town offices. Employees who are not directed to report for work at the regular time but who are able to report prior to the delayed opening shall not be entitled to any additional compensation or time off.

ARTICLE X

BASIC WORK HOURS

The basic work hours for Town employees other than employees on piece rate, based on job classification are as follows:

40 Hour Work Week

Recreational Department Laborers,
Groundsmen, Groundskeepers

Highway Department, all employees

Solid Waste Facility/Compost Sites

Animal Control Officer

Sewer Department, Maintenance
Field Workers

Building Maintenance Employees

Mini-Trans

Radio Dispatchers

35 Hour Work Week

Secretarial

Clerical

Senior Administrator

Department of Environmental Control;
Technical and Inspection

Assessor's Department

Building and Zoning Department

Recreational Supervisor

ARTICLE XI

ATTENDANCE

1. Record of Attendance - Daily time records showing actual time worked by each employee and all leave, vacation and sick time credits granted and/or due each employee, shall be maintained by each Department Head. Such records shall be, at all times, kept at the place of employment and readily available for examination by the employee, his/her designee or representative, and the appointing authority.

2. Time and Attendance Policy – The leave provisions of this Agreement provided hereafter shall be subject to the terms and conditions of the Time and Attendance Policy set forth in Appendix "L" attached hereto.

ARTICLE XII

A. 35 HOUR WEEK EMPLOYEES

1. Hours worked in excess of the basic work week shall constitute overtime when authorized or required by the office head or Department Head. An employee who has put in overtime shall be entitled to receive time off at a rate of one and one-half (1½) hours time off for each hour of overtime worked. Except as provided in Section 4 below, upon the mutual agreement of the employee and the Department Head, overtime may be compensated at the appropriate rate.

2. An employee who is authorized or required to work on a regular paid holiday shall be entitled to two (2) hours time off for each hour worked on the holiday or equivalent pay at the employee's discretion.

3. Time off for overtime work shall be given at a time satisfactory to the office head or Department Head and to the employee, but no later than the fiscal year in which the overtime work was accomplished. The employee may elect to have all accumulated overtime added to his vacation schedule, provided it does not conflict with Article XVIII, Section 2, Item (d).

4. However, in any case wherein an employee, because of limitations of his job, cannot take the compensatory time off for overtime work, he/she shall by right, receive payment in lieu of, and equivalent to, the compensatory time.

This cash payment shall be made to the employee within the fiscal year in which the overtime work was accomplished. It shall be the responsibility of the appointing authority to provide and have available the necessary funds for this purpose.

B. 40 HOUR WEEK EMPLOYEES

1. Required and authorized hours of work in excess of 40 hours up to and including 48 hours in any basic work week, shall be compensated at the rate of one and one-half (1½) times the regular rate of pay of the employee concerned.

2. Required and authorized hours of work in excess of 48 hours in any basic work week, or on a holiday, shall be compensated at the rate of two (2) times the regular hourly rate of pay of the employee concerned.

3. Consecutive hours of work.-

(a) Where an employee's regular daily work schedule is eight (8) hours, said employee shall not be required to work more than sixteen (16) consecutive hours without a four (4) hour rest period, but may, with the approval of the Superintendent or Deputy, volunteer to work beyond said sixteen (16) consecutive hours.

(b) In the event the rest period taken by the employee falls within any part of their regular daily work schedule, any part of such period, up to four (4) hours, shall be granted and authorized without loss of regular pay or accrued time, and upon return to duty, if still on an overtime basis, then premium pay shall apply as before the rest period.

4. An employee may receive compensatory time off at the appropriate rate with the mutual agreement of the Department Head. In any case where an

employee, because of limitations of his/her job, cannot take compensatory time off for overtime work, he/she shall, by right, receive payment in lieu of and equivalent to, the compensatory time. This cash payment shall be made to the employee within the fiscal year in which the overtime work was accomplished. It shall be the responsibility of the appointing authority to provide and have available the necessary funds for this purpose.

C. 35 AND 40 HOUR WEEK EMPLOYEES

1. Payment for overtime shall be for the actual number of hours authorized and worked.
2. The provisions of this Article shall be subject to the provisions of the Fair Labor Standards Act.
3. It is agreed and understood that the provisions of this Article shall not be construed under any circumstances as establishing a basis for duplicate, concurrent or overlapping claims of overtime for the same hours of work; for example, claim for overtime on the basis of work on a day of rest, shall not establish an additional claim for overtime if such work is also in excess of the basic work week.
4. Meal Money - Employees who work overtime in excess of four consecutive hours shall received the fixed sum of \$7.00 meal money. Effective February 6, 2001, this sum shall be increased to \$8.00. Effective January 1, 2002, this sum shall be increased to \$9.00. This required meal money shall be given every four hours during each specific call out for overtime work. Meal money shall not be a subject of further negotiation during the re-opener referenced in Article VIII.

5. Call Out Pay - Employees who are called out for overtime work which is not contiguous to their regular work day shall be compensated for a minimum of three hours at the overtime rate regardless of the number of actual hours assigned. Employees who are called out for overtime contiguous to their regular work day who report for work at least one hour prior to the regular commencement of their work day shall be eligible for the benefits of this provision.

6. Meal Breaks - Employees who work overtime shall be required to take one-half hour time off for meals or rest after each consecutive four hours of overtime work, which shall be considered as time worked.

D. UNIFORM AND WORK SHOES FOR 40 HOUR EMPLOYEES.

1. UNIFORMS -

(a) The Town shall provide, to each permanent full-time employee the amount of uniforms described below. The employee shall be given a choice of uniform materials and shall be required to wear such uniform while on duty. Failure to wear same may subject the employee to disciplinary action.

Replacement of uniforms issued shall be made by return of the damaged or work article. If any part of the uniform issued is lost, the employee shall have the responsibility of replacing same. The employee shall be required to maintain the uniforms issued, at his/her own cost and expense.

3 Summer Pants

3 Summer Shirts (short sleeves)

3 Winter Pants

3 Winter Shirts (long sleeves)

2 Winter Jackets

1 Sleeveless Vest

Coveralls for mechanics shall continue to be provided on a rental basis. Summer weight coveralls or, in the alternative, laundry service for mechanics' uniforms shall be provided to mechanics during the summer months.

Upon severance from employment with the Town, an employee who has been issued uniforms shall return each and every uniform so provided. The Town shall retain the employee's final paycheck until the uniforms are returned.

2. SAFETY SHOES

(a) The Safety Coordinator shall have the discretion to determine which bargaining unit members shall require safety shoes. Members of the bargaining unit who are required to wear safety shoes shall be reimbursed for the purchase of approved safety shoes up to a maximum of \$125.

(b) Employees are to submit paid receipts for approved safety shoes up to \$125.00 each contract year. Receipt should be submitted to the appropriate Department Head together with a form which will be provided by the Town.

(c) Payment will be made within two (2) weeks of receipt by the Town Comptroller's Office.

(d) If an employee required to wear safety shoes reports for work without approved safety shoes, the employee's supervisors may direct the employee to leave the worksite and that he/she shall not return without safety shoes and the employee will not be paid for any period off the job as the result of his/her failure or neglect to wear safety shoes. If an employee continually refuses or neglects to wear safety shoes as directed, then appropriate disciplinary action may be taken.

ARTICLE XIII

OVERTIME ASSIGNMENTS

A. Overtime work must be authorized in advance by the appointing authority. However, no employee shall be required to work overtime unless he has been given reasonable notice in advance considering all circumstances. Failure of an employee to perform required overtime work may be considered a cause for disciplinary action.

B. (1) Overtime in each department shall be assigned on a rotating schedule based upon seniority within each job title. The Town will establish and post a roster setting forth the relative seniority of employees within the job title. A department shall post prescheduled overtime which is known about at least twenty-four (24) hours in advance and shall assign overtime based upon the seniority roster. However, it is understood that overtime which follows the regular work day as part of an ongoing assignment may be assigned to the employees carrying out the function at the end of the regular work day with the understanding that such assignments which could result in overtime shall not be made on the basis of political affiliation, favoritism or any other inequitable basis.

(2) The following shall be the procedure for posting of leaf pickup overtime assignments to be used by the Highway Superintendent, in his discretion, for departments other than the Highway Department for qualified employees. It will be used only after qualified Highway Department employees have been canvassed.

C. It shall be the responsibility of the Department Head to keep accurate records as to overtime assignment. Overtime lists will be posted in areas where all employees of the department shall have access to review. The

Town shall not engage workers not covered by this contract for bargaining unit work unless all available employees covered by this Agreement have been assigned.

D. A member of the bargaining unit who has been on leave without pay and receives two or more written warning notices during four payroll periods may be denied overtime assignments.

ARTICLE XIV

HIGHWAY DEPARTMENT JOB CLASSIFICATION AND DUTIES

A. The Highway Department shall continue the job classification and grade levels as set forth in the existing contract. Their duties shall be in accordance with the job specifications of the County Personnel Office.

Any new Highway Department Job Classification approved by the Rockland County Personnel Office and resulting pay grades shall immediately be instituted by the Town of Clarkstown.

B. Commencing the first full payroll period following June 1, 2000, members of the bargaining unit assigned to the Highway Department of the Town of Clarkstown designated by the Highway Superintendent to be on an emergency crew for a given week will be compensated as follows for making themselves available for a call back during non work hours for emergency purposes:

Highway Maintenance Supervisor 1 – 16 hours of straight time pay.

All other members of the crew – 10 hours of straight time pay.

It is understood and agreed that should a member of such crew not be available for a call back when so called on a repeated basis, that the Highway

Superintendent retains the discretion to remove such an employee from emergency crew status.

ARTICLE XV

JOB VESTMENT

1. An employee who has been promoted to a higher pay position in Town Employment shall have the right to return to his/her former permanent position, and at the rate of pay appropriate to such position, provided:

(a) He/she voluntarily relinquishes the higher paying position within ninety (90) days of his/her appointment thereto.

(b) He/she fails to satisfy the minimum requirements of the higher paying position during the probationary or training period of ninety (90) days.

(c) If, as a provisional appointee to a competitive class position, he/she fails to receive a permanent appointment as a result of civil service examination for such position.

2. In the event a Department of Public Works is created within the Town, no employee covered by this contract shall lose his/her job or rate of pay as a result thereof.

ARTICLE XVI

TEMPORARY ASSIGNMENTS

1. If an employee is temporarily assigned to a position allocated to a lower salary grade than the employee's regular position, no reduction in pay shall be effected. Such temporary assignments shall not exceed thirty (30) calendar days.

2. If an employee is temporarily assigned to a position allocated to a higher salary grade than the employee's regular position, then the employee

shall receive the rate of pay equal to the starting salary of the position or one increment above his/her current salary, whichever is greater, provided, however, that such higher rate of pay shall not begin unless and until the employee has regularly performed the full duties of the position for a period of fifteen (15) consecutive workings days. However, it is agreed that approved sick and/or personal leave not to exceed three days in total shall not be considered a break in consecutive work days for the purposes of this clause.

3. Temporary transfers in the same grade level to another department shall be for a total period of not more than thirty (30) days, except under emergency circumstances which shall be of no longer duration than sixty (60) days additional, or a total temporary transfer period of ninety (90) days.

4. Any employee who has completed his/her probationary period and is considered for permanent transfer to another department in the same grade level shall:

(a) Be notified in writing no less than ten (10) working days prior to such transfer.

(b) Be given reasons in writing for said transfer.

5. Temporary assignments for training or for the familiarization of equipment shall not be covered by Section 1 and 2 of this Article.

ARTICLE XVII

FILLING VACANCIES

1. Posting - All vacancies in positions specified within the Unit, or newly created positions, shall be posted on the department and CSEA bulletin

boards for a period of not less than ten (10) business days. The notice shall include the following:

- (a) Job title
- (b) Rate of pay
- (c) Description of duties
- (d) Skills, knowledge and abilities required
- (e) Minimum qualifications as established by the County Personnel Office.
- (f) The period of time employees will be allowed to submit bids or requests for appointment.

2. An employee within a department may submit a bid or request for appointment to such vacancy provided that such employee must also submit an application (Form P.O. 21) for any non-competitive class position.

3. Appointment to the vacancies so posted shall be among those submitting bids or requests for appointment and who have the skills, abilities and qualifications to perform the work, unless the Town is mandated to use the existing Civil Service Eligible List.

4. If no bids are received or there are insufficient bids to fill all vacancies, the appointing authority may then fill any such vacancy with any qualified person.

5. All appointments and other personnel transactions affecting or pertaining to competitive class positions shall be governed by the New York State Civil Service Law and the Rockland County Civil Service Rules.

6. For the purposes of this Article the following shall be considered departments consistent with applicable law: Assessor's Office, Building

Inspector's Department, Building/Maintenance Department, Comptroller's Office, Department of Environmental Control, Purchasing Department, Planning Department, Police Department/Commission, Office of the Receiver of Taxes, Department of Parks and Recreation/Recreation Commission, Highway Department, Supervisor's office/Town Board, Town Clerk's Office.

ARTICLE XVIII

LEAVE WITH PAY

1. SATURDAYS, SUNDAYS AND HOLIDAYS

(a) All Saturdays, Sundays and legal holidays enumerated herein shall be allowed as days off with pay. Except as provided below, the days prescribed by law for the observance of New Year's Day, Dr. Martin Luther King, Jr. Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day shall be observed as legal holidays. When any such holiday falls on Sunday, the following Monday shall be observed as a holiday. When a holiday falls on Saturday, it shall be observed on Friday, except when State Law mandates otherwise.

(b) An employee who is authorized or required to work on a regular paid holiday shall be entitled to two (2) hours time off for each hour worked on the holiday or equivalent pay at the employee's discretion.

2. VACATION

An annual vacation with pay is the right of each employee who has been in Town service for at least three (3) months. The following policies with respect to vacation are hereby established:

(a) (i) Employee receiving a vacation in excess of the schedules contained herein upon the signing of the contract, will continue to receive their accrued vacation. (Grandfathered in)

<u>YEARS OF SERVICE</u>	<u>VACATION IN WORKING DAYS</u>
2 months - 1 year	12 days
2 years	15 days
3 years	20 days
4 years	25 days
Over 10 years	30 days

(SEE APPENDIX "E")

(ii) Effective January 1, 1981 and thereafter all newly hired employees shall be granted vacation under the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION IN WORKING DAYS</u>
2 months to 1 year	10 days
2 nd through 3 rd year	12 days
4 th year	15 days
5 th through 10 th year	20 days
11 th through 20 th year	25 days
Over 20 years	30 days

(SEE APPENDIX "F")

(b) In addition, the vacation schedule for the employees subject to this Agreement shall be open for all fifty-two (52) weeks of the year, with the Department Head approval.

(c) No vacation credits shall be earned during any month by an employee if on leave of absence without pay for half or more of the month.

(d) No vacation credits may be accumulated beyond a maximum of thirty (30) days, except for employees hired before January 1, 1981 who may accumulate no more than a maximum of thirty-five (35) days.

(e) The time at which vacation may be drawn by an employee shall be subject to prior approval by the office or Department Head. The request of an employee with respect to such time shall be honored to the fullest extent possible consistent with the effective conduct of Town business and with the relative seniority of employees in the department. Normally, vacation will be taken annually and for the total amount of accumulated credits. However, an employee may, with prior approval of his office or Department Head, utilize his vacation credits in such lesser amounts not less than half day units and at such times as may be jointly agreed to by the employee and his office or Department Head. Effective January 1, 2008, vacation may be taken in hourly increments. Employees may work during their fifth, sixth and seventh weeks of vacation at their normal rate of pay, with the understanding that it must be by mutual consent of the Department Head and the affected employee.

(f) Insofar as practicable, accumulated vacation credits shall be used prior to transfer within the Town service. If that is not possible, the Town office or department to which an employee is transferred shall credit the employee for all vacation credits accumulated prior to transfer. In the event of the transfer of an employee out of the Town service, the employee shall be granted all accumulated credit prior to the effective date of such transfer, except that employees with ten (10) years of service shall have the option to receive all accumulated vacation credits in cash upon separation from Town service.

(g) As provided in Article XXVI, the Town shall pay in cash all accumulated vacation credits to an employee who resigns or to the Estate of an employee who dies during his/her term of service with the Town.

3. SICK LEAVE - BEREAVEMENT LEAVE

Sick leave with pay is the privilege rather than the right of an employee.

(a) 1. Sick Leave

Sick leave shall be authorized in the event of the illness or other physical disability of the employee up to the full extent of accumulated sick leave credits, and in the event of the illness or disability requiring the employee's presence of a member of the immediate family up to a maximum of ten (10) days in one calendar year, or the amount of accumulated credits, whichever is less.

2. Bereavement Leave

Bereavement leave shall be provided on the occasion of death of a member of the immediate family, as defined below, of five (5) days, not chargeable to sick leave. Any additional days required and taken by the employee shall be chargeable to accrued leave credits, as provided by the Agreement.

3. Immediate Family

The immediate family shall be defined as:

Spouse, Parents, Step Parents, Parents-in-law, Grandchildren, Grandparents, Grandparents-in-law, sibling, step sibling, child, step child, or any person residing in the home of the employee.

(b) On and after the effective date of this contract, an employee shall earn such sick leave credits at the rate of one (1) working day per

completed month of continuous service, to be credited on the last day of each month. No sick leave credits shall be earned by an employee during any month if on leave of absence without pay for half or more of the month.

(c) Employees who enter the Town service on or after the effective date of this contract shall accrue no sick leave credits until their second full calendar month of service. A month shall be counted if the employee works more than half the work days in the month. Thereafter they shall accrue sick leave credits at the rate of one (1) working day per completed month of continuous service, to be credited on the last day of each month.

(d) Unused sick leave credits may be accumulated up to a maximum of two hundred ten (210) working days. Employees who have accrued more than 210 days (except for grandfathered employees) will not forfeit any of their accrued days but cannot accrue any additional days above their accruals upon the signing of the contract. Sick leave credits may be used in hourly units or multiples thereof. It is understood that employees will not abuse the privilege of taking sick leave in hourly units and will only use such leave when they are incapable of performing their duties due to illness or disability.

(e) The employee is responsible for notifying his/her supervisor, or his/her appointing authority, each time sick leave is taken and the reason therefor. Advance notification should be given whenever possible, and in any event, notification must be given no later than one-half ($\frac{1}{2}$) hour after the employee's normal time for reporting to work. However, in the event that the work of an employee is such that a substitute would be required, the office or Department Head may require earlier notification but not more than two hours prior to the beginning of the employee's work day.

(f) Before absence for personal or family illness or disability may be charged against accumulated sick leave credits, the office or Department Head may require such proof of illness or disability as he may deem necessary. Physician's verification will not be required until after three (3) consecutive days of absence due to illness unless the employee shall be determined a time abuser, in which case the provisions of the Time and Attendance Policy shall apply.

(g) Failure to provide proper notification, failure to submit such proof of illness or disability as may be required, unsatisfactory evidence of illness or evidence indicating that the physical condition of the employee was such as not to justify absence from work, or any other abuse of sick leave privileges shall be cause for disciplinary action.

(h) The Town Board may require an employee who has been absent because of personal illness or disability, prior to and as a condition of his return to work, to be examined, at the expense of the Town, by a physician designated by the Town Board, to establish that he/she is not disabled from the performance of his/her normal duties and that his/her return to work will not jeopardize his/her own health and safety, or the health and safety of other employees.

(i) When an employee is transferred within the Town service, any accumulated Sick leave credits shall be transferred with him/her.

(j) Unused accumulated sick leave credits shall not be compensated for in the event of the separation of any employee from the service, other than retirement.

(k) Prior to expiration of the employee's accumulated sick days, extended or unlimited sick leave may be requested by an employee, or his/her representative, of the Town Board. Upon approval of the Town Board, sick leave is to be based on a minimum of one-half (½) the employee's normal rate of compensation.

4. PERSONAL LEAVE

(a) Personal leave is leave with pay for personal business without charge against any accumulated vacation, overtime, or sick leave credits. Personal leave may not be used in place of or to extend vacation, nor will personal leave be granted on the day before or after a holiday, or vacation period, except on approval after an explanation has been given. Personal leave credits may be used, as approved, in units of one hour or multiples thereof consistent with the terms of this Article on appropriate notice to the Department Head or supervisor. It is understood that employees will use leave time in this manner judiciously and will not abuse the privilege. However, any employee who is designated as a time abuser under the Time and Attendance Policy may only use personal leave in increments of days.

(b) An application for personal leave must be made reasonably in advance of the date in question, but in no case less than forty-eight (48) hours prior to the commencement of the leave. The forty-eight (48) hour limit may be waived by the Department Head, in his/her discretion in cases of emergency where the employee is able to establish good cause and the reason why application could not be made in a timely manner.

(c) Except as provided above, an employee need only indicate which of the categories described below form the basis for the personal leave

application. The categories listed provide examples only, but are not limited to the reasons that necessitate personal leave:

1. Death in the family and/or attendance at funerals, as provided by the Agreement for immediate family.
2. Religious observance.
3. Attendance at graduation exercises of self, spouse or children.
4. Attendance in court, except as provided by the Agreement.
5. Closing of title or mortgage.
6. Birth of a child.
7. Personal items that cannot reasonably be performed outside of regular work hours and/or on weekends, which need not be explained.

(d) Personal leave with full pay shall be granted as follows:

1. Employees hired before January 1, 1981:

Each employee covered by this contract shall be credited with six (6) personal leave days each calendar year.

2. Employees hired on or after January 1, 1981, the following formula shall apply each calendar year:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF DAYS</u>
2 months to 1 year	1 day (See Paragraph 3)
2 nd year	2 days
3 rd year	3 days
4 th year	4 days
5 th year and thereafter	5 days

3. Employees hired on or after January 1, 2004; accrual of personal days during the first year of employment shall be as follows:
Employees hired between January 1st and August 31st shall accrue one (1) personal leave day for that year. Employees hired between September 1st and December 31st shall not accrue any personal leave until January 1st following the initial date of employment.

(e) Up to a maximum of three (3) days of unused personal leave for each employee may be added to unused sick leave credits, except that unused personal leave days may not be used to increase the maximum accumulation of 210 working days for purposes of retirement payment, except for grandfathered employees.

(f) A combined total of eight (8) additional personal leave days shall be granted to the CSEA President and/or his/her designee upon his/her request to attend the required CSEA delegates meetings.

(g) Personal leave credits are not accumulative nor are they compensable upon the separation of an employee from Town service, except as provided by (e) above. However, when an employee is transferred within the Town service, his/her unused personal leave credits shall be transferred with him/her.

5. LEAVE FOR COURT AND JURY ATTENDANCE

Upon proof of necessity of jury service, or of attending court pursuant to subpoena or other order of the court, except for personal reasons, an employee shall be granted leave of absence with pay for whatever period of time as may be required. However, said employee shall be required to return to the Town all fees received for jury service, except transportation payment.

6. LEAVE FOR CIVIL SERVICE EXAMINATIONS

Upon due notice and presentation of an admission slip for the examination to his/her office or Department Head, an employee shall be given leave with pay to take a civil service examination, providing said examination is for the purpose of changing employee's status within the service of the Town of Clarkstown.

7. MILITARY LEAVE AND OTHER LEAVES REQUIRED BY LAW

The appointing authority shall grant any leave of absence with pay, as is or may be required by law.

8. WORKERS' COMPENSATION COVERAGE
LEAVE DUE TO INJURY OR DISEASE INCURRED IN THE
PERFORMANCE OF DUTY

(a) A member of the bargaining unit suffering an illness or injury while on the job must immediately file an accident report. If an employee is absent due to a work-related injury or illness he/she may draw accrued vacation, overtime and/or sick leave credits subject to the provisions of the rules pertaining thereto which leave may be restored as provided hereafter upon a determination by the Workers' Compensation Board that the absence was due to a work related injury or illness.

(b) ACCRUAL OF LEAVE CREDITS

An employee who receives full pay for any period of leave under this section shall earn vacation and sick leave credits during such period. When an employee is on extended leave at half ($\frac{1}{2}$) pay, he/she may only earn such credits at half ($\frac{1}{2}$) time.

(c) AWARD CREDITED TO TOWN

Any award by the Workers' Compensation Board for any period for which the employee receives or received pay from the Town shall be credited to the Town as reimbursement of wages paid.

(d) RESTORATION OF LEAVE CREDITS

Leave credits, including sick leave at half pay, used by an employee during a period of absence for which an award of compensation has been made and credited to the Town as reimbursement for wages paid shall be restored to him/her in full; provided, however, that no restoration shall be made for any absence of less than a full day. Credits so restored may not again be used for future absences attributable to the same injury. In the event that the employee dies, resigns, retires or continues absent beyond one year without further leave, cash payment for vacation and overtime credits, including any credits restored under this subdivision, shall be made in accordance with the appropriate provisions of these Rules. In any other case, an employee restored to service after absence on leave under this section shall have one year from the date of such restoration to reduce his accrued leave credits to the limits prescribed in the Rules.

(e) ADDITIONAL LEAVE

A member of the bargaining unit shall be afforded sick leave over and above his/her accruals not to exceed nine (9) months in those cases of work related injury which result in the member of the bargaining unit being admitted to the hospital for a minimum period of forty-eight (48) hours and where the absence from duty in excess of accrued sick leave is supported by written verification by a medical doctor(s) that the employee is unable to perform the

duties of his/her position as the result of the work related injury. All payments made to the employee as a result of his/her claim made for workers' compensation benefits shall be payable to the Town of Clarkstown for any days for which sick leave has been provided pursuant to this Agreement. The sick leave afforded pursuant to this subparagraph shall not be repaid by the employee. The employee's insurance benefits shall be continued consistent with the terms of the collective bargaining agreement for the period of time covered by this subparagraph.

9. EDUCATIONAL LEAVE

When an employee is required to complete specific training course or educational program in connection with his/her employment, the employee may be granted leave of absence with full pay for the duration of such course or program.

ARTICLE XIX

LEAVES WITHOUT PAY

1. GENERAL - A leave of absence without pay, not to exceed one year, may be granted to an employee at the discretion of the appointing authority.

(a) Rule IV, Rockland County Civil Service Rules, governs the granting of such leave and extensions thereof.

(b) Any such leave of absence or extensions thereof shall be granted for a specific period of time. However, with the concurrence of the employee, the appointing authority may terminate such leave prior to its expiration.

2. MATERNITY LEAVE

(a) A pregnant employee shall be allowed to perform the duties of her job as long as she is medically able except where physical disability may endanger the employee or constitute a liability in the performance of her duties. Pregnant employees are not required to report the existence of pregnancy to the Town.

(b) A pregnant employee upon filing appropriate medical evidence that she is unable to perform the duties of her position due to this pregnancy, shall be permitted to use any annual leave, personal leave, supplementary time, holiday leave and sick leave for the period of her disability and shall be eligible for extended sick leave. While on maternity leave, the employee may continue to use any or all leave she has theretofore accumulated. An employee absent due to pregnancy related disability may apply for half-pay sick leave upon the exhaustion of all sick leave accruals on the same basis as all other disabled employees.

(c) In the event the appointing authority believes the employee may not be able to perform her normal work duties, or where continued employment may constitute a liability in the performance of such duties, the authority may require the pregnant employee to receive a medical examination by a physician chosen and paid for by the appointing authority.

(d) A pregnant employee, upon her request, shall be given a leave of absence without pay by the appointing authority for any period of time requested, up to six (6) months, which may be extended by the authority, up to one (1) year.

(e) A physician's statement as to the fitness of the employee for the performance of her duties may be required prior to her return to duty.

(f) The parties agree through a Labor/Management Committee to explore day care options (including but not limited to the current Town summer programs, County of Rockland Day Care Centers, etc.) during the life of this Agreement. The parties shall implement any options agreed to during the life of this Agreement.

3. EDUCATIONAL LEAVE

(a) Except as provided in Article XVIII, Section 9 above, a leave of absence without pay may be granted by an appointing authority to an employee for further education or training for a period of time not to exceed one year.

(b) Prior to any extension of such leave (under Rule XVII of Rockland County Civil Service Rules), or the granting of a subsequent educational leave to any employee, a record of satisfactory progress in the educational or training course being pursued must be furnished by the employee to the appointing authority.

4. SHORT TERM LEAVE WITHOUT PAY

(a) See attached Time and Attendance Policy (Appendix "L").

ARTICLE XX

APPLICABILITY

1. Permanent full-time employees shall be entitled to all benefits covered by this contract.

2. Provisional full-time employees shall be entitled to all benefits covered by this contract.

3. Temporary, seasonal, part-time employees, other than part-time bus drivers and school crossing guards, and others not members of this bargaining unit, shall be ineligible for any benefits under this contract.

4. The anniversary date for all employees covered by this contract shall be the date when first hired as provisional full-time or permanent full-time employees or as a part-time bus driver or part-time school crossing guard.

5. Longevity means length of service with the Town from date of first hiring, regardless of any status change.

ARTICLE XXI

PENSIONS AND INSURANCE

1. PENSIONS - All employees of the Town of Clarkstown covered by this contract, shall be members of the New York State Retirement System, and their contributions shall be fully paid for by the Town, except as provided by law. Those employees who have elected to continue making their own personal contributions to the Retirement System (in conjunction with the Town's contribution) may continue to do so.

2. The Town shall continue to provide retirement benefits under the Retirement and Social Security Law Section 75i including the death benefit(s) provided therein. Further, the Town shall apply for and provide members of the bargaining unit with benefits under Section 41j of the Retirement and Social Security Law pertaining to conversion of unused sick leave upon retirement.

3. HEALTH INSURANCE -

a) Except as provided otherwise, members of the bargaining unit shall be eligible for health insurance on a non-contributory basis for employees

and dependents. Such insurance shall be provided through either the Empire Plan or a plan which provides an overall schedule of benefits which is equivalent or better than those provided by the Empire Plan. It is understood, for plans other than the Empire Plan, 1) the number of providers cannot be guaranteed but that the Town will use its best efforts to provide an equal number of participating providers, and 2) co-pays may increase no more than \$4.00 and that deductibles may increase no more than \$75.00 over those in effect at the time of conversion.

b) All members of the bargaining unit hired on or after January 1, 2008 shall contribute, through payroll deduction, ten percent (10%) of the applicable premium for family coverage or individual coverage, as appropriate, until such time as the employee has completed ten (10) years of Town service or has fifteen (15) years in the New York State Retirement System whichever comes sooner. Thereafter, there shall be no contribution. If there is an increase in premiums after January 1, 2008, the employee contribution rate shall be increased by the same percentage as the premium increase except that the employee contribution for family coverage shall not increase by more than \$100.00 per contract year or \$50.00 per contract year for members of the bargaining unit who have individual coverage. If an employee has, or in the future attains, fifteen (15) years of credited service in the New York State Retirement System, the employee shall provide the Personnel Department with proof of the same.

c) The Town shall implement an IRS 125 Plan as soon as practicable which shall allow employees, to the extent permitted by law, to pay employee contributions toward health premiums on a pre-tax basis. The

employee obligations toward health insurance as referenced above shall not be put into place until such time as the 125 Plan is established. The Town will, as soon as practicable following the ratification of this Agreement, implement an expanded IRS 125 Plan to include dependent care and medical expenses.

d) No member of the bargaining unit shall be eligible for family health insurance paid by the Town in more than one capacity (i.e., double coverage). However, each employee shall be entitled to individual coverage regardless of other Town coverage.

e) Employees and eligible retirees who are covered under another health insurance plan equivalent to the Town Plan through either a spouse or relative may opt to waive coverage under the Town's insurance policy for a full year by completing the appropriate form furnished by the Town. In order to be eligible for this option a member of the bargaining unit must certify that he or she has health insurance through another source other than the Town. The Town will pay these employees an amount equal to 50% of the net savings in premiums that would be expended on their behalf taking into account any employee/retiree contribution, where applicable, or retirement or social security that must be paid on this amount. Employees electing to waive coverage must do so by October 15 with the provisions of this section taking effect on January 1. Payment to the employee/retiree shall be made in two halves with the first half being made during the first payroll period in March and the second being made during the first payroll period in October. Reinstatement of full coverage may be made by notifying the Town in writing no later than October 15 of the succeeding year. Reinstatement will take place on January 1. In the event of an emergency causing the loss of insurance through another source the previously

stated notification deadlines may be waived to the extent that there is no conflict with the requirements of the Town's insurance carrier. If reinstatement occurs during such an emergency, the employee/retiree will repay, pro rata, any amount already forwarded to him or her.

f) Commencing immediately following ratification of this Agreement, the parties shall establish a Health Insurance Committee of equal representation not to exceed ten (10) members total. The Union President and Town Supervisor will assign committee members representing Union and Management respectively. In addition, other participants such as experts and guests may be included upon agreement by labor and management representatives. Employees represented by other unions or unrepresented employees may be invited to participate. Such participation will not result in recommendations impacting CSEA members unless supported by CSEA. The purpose of the Committee shall be to gather information and meet to discuss and analyze all options available with regard to health insurance cost containment. Such alternatives shall include but not be limited to changing carriers, the adoption of multiple plans, self-insurance, consortium arrangements with other municipalities, change in benefit structure, etc. This Committee shall be a standing committee that shall meet at least quarterly during the term of the contract. Any changes recommended by the Committee will be subject to ratification by the Union membership and Town Board members. If savings result from contract changes due to the Committee's work, such savings shall be shared equally on a year-by-year basis between the employees and the Town with the Union to determine how the employee share is to be distributed.

4. (a) Members of the bargaining unit hired before January 1, 1990, with at least ten years of full time service on payroll with the Town unbroken by resignation or termination will be eligible for health insurance upon retirement into the New York State Employees Retirement System with the Town obligated to pay the full premium. For employees hired on or after January 1, 1990, at least twenty years of such service will be required for full premium at Town expense with an employee eligible for 85% Town coverage with at least fifteen years or eligible for 65% Town coverage with at least ten years of such service. With regard to employees hired on or after April 2004, full time service with the County of Rockland immediately preceding appointment by the Town Board to a position within the bargaining unit, not to exceed ten (10) years of such County service, shall, for the purposes of interpreting this subparagraph, be counted in determining years of full time service on payroll with the Town.

(b) The buyout provisions set forth above shall be applicable to eligible retirees effective January 1, 2008.

5. DENTAL INSURANCE - Except as provided otherwise, the Town shall provide dental insurance to members of the bargaining unit who have completed two months of service on a noncontributory basis for employees and dependents under the Horizon Plan of the CSEA Employee Benefit Fund. All employees shall be permitted to purchase dental insurance at the group rate through the Town during the first two months of service.

It is understood and agreed that the Horizon Plan of the CSEA Employee Benefits Fund permits coverage of nonbargaining unit employees of the Town as long as they are not covered by another union.

Employees will be terminated from the Program on the last day of the month in which employment terminates with the Town.

6. OPTICAL INSURANCE - The Town of Clarkstown shall provide individual and family optical insurance on a non-contributory basis to members of the bargaining unit through the Family Platinum 12 Plan of the CSEA Employee Benefit Fund.

ARTICLE XXII

SENIORITY

Employee seniority shall commence on the date of his/her first hiring by the employer either full-time or part-time. Part-time employees shall have a separate roster which shall be subordinate to the seniority roster of full-time employees. The application of this section shall be governed by Civil Service Rules and Regulations.

ARTICLE XXIII

TENURE/DISCIPLINE

1. The probationary period for noncompetitive and labor class members of the bargaining unit shall be six months which may be extended up to an additional six months upon written notice to the employee by the appropriate Department Head. Thereafter, such employees shall be subject to discipline and/or discharge only pursuant to the procedure outlined in Appendix "I". It is further understood and agreed that the provisions of Sections 75 and 76 of the Civil Service Law shall not apply to disciplinary action instituted against unit members who would otherwise be entitled to the procedures set forth therein

which are hereby expressly waived in lieu of the rights and procedures set forth in Appendix "I".

2. (a) When an employee is absent without leave and without notification in writing to the employer for a period of ten (10) consecutive work days, such absence shall be considered to constitute a resignation to become effective on the date the absence began.

(b) Should an employee fail to return to work within ten (10) consecutive work days following the expiration or extension of a leave of absence, such absence shall constitute a resignation, (which for the purposes of determining eligibility for reinstatement shall be deemed to be effective the date which marked the beginning of such leave of absence) unless such employee shall have submitted within said ten (10) day period notification in writing.

(c) Nothing herein shall be deemed to excuse the unauthorized absence of an employee, or failure to return to work upon the expiration of an authorized leave of absence, nor to waive any rights the Town may have to take appropriate disciplinary action.

ARTICLE XXIV

GRIEVANCE PROCEDURE

SEE APPENDIX "G"

ARTICLE XXV

SAFETY STANDARDS

1. In the use of snow plowing equipment during the evening hours of 6:00 P.M. to 7:00 A.M., wherever possible and when requested by the driver,

there shall be two workers assigned to each vehicle, namely, one driver and one helper.

2. Whenever a Sewer Department worker is required to enter a manhole in the course of his work, he shall at all times be accompanied by a second worker, who shall remain in the immediate area, prepared to offer assistance if and when necessary.

3. The Town shall continue to provide an adequate number of testing devices for detecting gases that may accumulate in manholes. Said devices shall be of a type approved by the State Department of Safety.

4. **JOINT LABOR-MANAGEMENT OCCUPATIONAL HEALTH and SAFETY COMMITTEE**

There shall be a Joint Labor-Management Occupational Health and Safety Committee. The Committee shall be composed of an equal number of management and union representatives not to exceed three (3) from each side. The union representatives shall be selected by the Unit.

The Joint Committee shall perform the following functions:

a) Meet at least once every other month at established dates.

The parties may cancel the meeting by mutual consent.

b) Make periodic inspections of the premises upon receipt of complaints or upon majority vote of the Committee in the absence of a complaint.

c) Make recommendations for the correction of unsafe or harmful conditions and the correction of unsafe or harmful work practices.

d) Promote occupational health and safety education.

e) One member of each party may accompany government inspectors on inspections.

f) Be notified by the employer of any proposed measurement of worker exposure to any potentially dangerous conditions and given a copy of the results.

(i) The Committee shall keep minutes of all meetings.

(ii) The employer shall pay CSEA members of the Committee at their regular rate for all time spent on Committee business.

(iii) Any recommendations of the Committee shall not be binding on the Town nor shall the substance of any Committee recommendation be subject to the grievance and/or arbitration procedures of this Agreement.

However, the CSEA hereby retains the right to file complaints with any appropriate governmental agency relating to any issue which is the subject of a Committee recommendation and shall be able to grieve any alleged violation of the procedural requirements of this provision. However, when necessary the CSEA shall file grievance charges with the proper authorities regarding unsafe equipment and operations of the Highway Department.

(iv) The Committee may, at no cost to the Town, ask the advice, opinion and suggestions of experts and authorities on safety matters.

g) Any equipment required and issued by the Safety Committee which shall be paid for by the employer, must be worn by the employee while on the job. Failure to wear such equipment shall result in a written warning. Continued failure to wear such equipment may subject the employee to disciplinary action.

h) In all matters of safety not herein specifically stated, the requirements of the OSHA shall apply.

5. SAFETY MANUAL - The Town may promulgate a safety manual and distribute same to the members of the bargaining unit. Any changes in the manual will be discussed with the CSEA prior to implementation.

ARTICLE XXVI

SEPARATION FROM TOWN SERVICE

Vacation -

1. In the event of the separation of an employee from Town service by resignation or death, accumulated vacation credits shall be compensated for by cash payment to the employee or to his/her beneficiary or estate, as the case may be. No compensation for accumulated vacation shall be paid an employee discharged for cause.

2. In the event of the separation of an employee from Town service by retirement, accumulated vacation credits may be compensated for by cash payment or time may be taken off for said accumulated vacation credits, at the option of the employee. This cash payment shall be based on the salary paid the employee during the period of employment when said vacation credits were earned.

Retirement Award -

A. The Town hereby agrees to pay members of the bargaining unit hired prior to January 1, 1993, retiring into the New York State Retirement System a retirement award upon retirement. The amount shall be equal to the employee's daily rate based upon the 1992 salary schedule (including longevity), as shown in Appendix "J", multiplied by his or her accumulated sick leave (not to exceed 210 x daily rate except for grandfathered employees). Such retirement

award shall be paid no later than two pay periods following the employee's retirement. This payment shall in no way reduce or diminish the employee's accumulated sick leave. This retirement award shall not apply to employees hired on or after January 1, 1993.

ARTICLE XXVII

TERMS AND CONDITIONS FOR PART-TIME BUS DRIVERS AND SCHOOL CROSSING GUARDS

1. The provisions of this Agreement shall apply to part-time bus drivers and school crossing guards employed by the Town with the exception of the following Articles which shall be inapplicable to the employees in those titles: Article VIII; Article IX, Sections 7 and 8; Article XII; Article XIII; Article XIV; Article XV; Article XVIII other than maternity leave, military leave and other leaves required by law pursuant to Section 7; Article XIX, Section 3; Article XXI; Article XXIII; Article XXVI, and all other appendices other than Appendix "G".

2. The pay rates for part-time bus drivers and school crossing guards shall be increased as follows:

January 1, 2007 – December 31, 2007 – 3.4%
January 1, 2008 – December 31, 2008 – 3.5%
January 1, 2009 – December 31, 2009 – 3.6%
January 1, 2010 – December 31, 2010 – 3.7%
January 1, 2011 – December 31, 2011 – 3.8%

Part-time bus drivers shall be eligible for incremental advancement based on satisfactory performance evaluation. Any employee denied an increment shall have the right to appeal such denial through the grievance procedure. Any part-time bus driver hired between January 1 and August 30 shall be eligible to receive an increment on the next January 1 that follows. Any part-time bus

driver hired between September 1 and December 31 shall be eligible to receive an increment on the second January 1 that follows.

3. Part-time bus drivers and school crossing guards shall continue to receive uniforms and/or equipment as previously provided.

4. Participation by part-time bus drivers and school crossing guards in the New York State Employees Retirement System shall be voluntary. The Town shall provide enrollment forms.

5. Part-time bus drivers shall be eligible for individual or family health insurance coverage with the Town to pay 50% of the premium at the group rate and the employee the remaining 50% by payroll deduction at the group rate. Part-time school crossing guards shall not be eligible for health insurance but shall be eligible for the individual Platinum Plan of the CSEA Employee Benefit Fund for optical coverage at no cost to the employee.

6. The rate of pay for work performed by part-time bus drivers on contract holidays shall be twice the regular rate of pay.

7. Part-time bus drivers and school crossing guards may take part in the Town dental program at no expense to the Town with the employee to pay the full premium at the group rate through payroll deduction and/or other means if payroll is insufficient.

8. Effective September 1, 1987, part-time bus drivers and school crossing guards will be accorded the benefits of Chapter 439 of the Laws of 1986 regarding eligibility for due process rights pursuant to Section 75 of the New York State Civil Service Law relating to discipline and discharge.

9. Part-time school crossing guards who are unable to work due to an unscheduled school closing(s) shall be paid an amount equal to that which they would have earned if school had not been closed.

ARTICLE XXVIII

GENERAL PROVISIONS

1. BULLETIN BOARDS -

(a) Bulletin boards will be supplied by the CSEA for the exclusive use of the CSEA and its members.

(b) Said boards shall be of uniform size, approximately 16 x 21 inches, and one each shall be placed at the following work locations:

- | | |
|---------------------------------|---------------------------------|
| 1. Supervisor's Office | 10. Town Attorney's Office |
| 2. 2 nd Floor Lounge | 11. Building Department |
| 3. Town Clerk's Office | 12. Environmental Control |
| 4. Planning Board Office | 13. Recreation Office |
| 5. Assessor's Office | 14. Building Maintenance Office |
| 6. Comptroller's Office | 15. Police Records Room |
| 7. Justice Court | 16. Solid Waste Facility |
| 8. Sewer Department Annex | 17. Town Garage |
| 9. Highway Department | |

(c) The Department Head and the CSEA shall mutually agree on the location within the designated area where the boards shall be permanently placed.

(d) Bulletin boards shall not be used for political activity.

(e) Whenever possible, all material posted shall have a removal date clearly marked, to be removed on that date.

(f) The CSEA assumes the responsibility for maintaining designated boards in a neat and orderly manner.

2. RECOGNITION OF CSEA REPRESENTATIVES - The employer recognizes the right of the employees to designate representatives of the Civil Service Employees Association, Inc., to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract, and to visit employees during working hours.

3. FREEDOM OF REPRESENTATION

(a) The officers and agents of the Clarkstown Unit of CSEA, Inc., shall have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this contract.

(b) Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of free time from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the employer and the employee and the uninterrupted operation of government.

4. CONSULTATION ON JOB CATEGORIES - When any new job category or change of job classification is contemplated by the appointing authority, the CSEA President and/or personnel representative shall be notified of this intention, and a meeting that is mutually agreeable shall be arranged to discuss such matters as salary, grade, etc. This rule shall apply to all contemplated jobs subject to Article III, Collective Bargaining Unit.

5. TRAINING PROGRAM - The employee training program to assist and prepare employees to qualify for upgrading, shall continue as an integral part of the career ladder for the advancement of employees.

6. REQUEST FOR EXAMINATIONS - The President of the Clarkstown Unit CSEA may request an examination to be held within twelve (12) months.

7. USE OF PERSONAL AUTOMOBILE - Employees who are required to use their personal automobiles in the performance of Town business shall be reimbursed by the Town for such use at the general rate of reimbursement for Town officers and employees.

8. UNIFORMS - The Fire Inspector and the Assistant Fire Inspector shall be provided with uniforms consisting of hats, pants, jackets and coats, suitable to the prevailing weather, and the laundering of said uniforms on a regular basis by the Town. The uniforms shall be of the style and type consistent with the design generally used to denote their position.

9. AGENCY SHOP FEE DEDUCTION - All employees represented by the Bargaining Unit who are not members of the Union shall be required to pay to the Union an Agency Shop Fee, as provided by the Civil Service Law, which is an amount equivalent to the amount of dues payable by a member. The employer will make deductions from the wages of said employee in the same manner as members of the Bargaining Unit and shall transmit such amount to the CSEA, Inc., as an Agency Shop Fee Deduction. Said employee has the right to recover any part of an Agency Shop Fee Deduction which represents the employee's pro rata share of expenditures by the Union in aid of activities or

causes only incidentally related to terms and conditions of employment. See also Article VII, Section 4.

10. OBLIGATION OF EMPLOYER - The employer shall so administer its obligations under this contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed or political persuasion.

11. PRE-EMPLOYMENT PHYSICALS - All new employees, prior to commencing employment by the Town, shall be required to submit to a complete pre-employment physical examination by a physician to be chosen and paid for by the Town, and a copy of such report shall be forwarded to the Town of Clarkstown.

12. DISTRIBUTION OF CONTRACT - The Town of Clarkstown shall furnish an approved contract to all employees and all future employees at the time of their employment.

13. EFFECTIVE DATE AND DURATION OF CONTRACT - This Agreement shall become effective on the first day of January, 2007 and shall terminate at the close of business on the thirty-first day of December, 2011.

14. RETROACTIVE AGREEMENT - In the event that contract negotiations should continue beyond the expiration date of the current contract, all items except as noted herein incorporated in any new agreement shall be retroactive to the original effective date of said contract.

15. INCREMENT STEP SYSTEM - The increment step system shall continue for the life of this contract.

16. LEGISLATIVE IMPLEMENTATION -

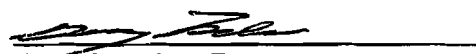
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day of , 2008.

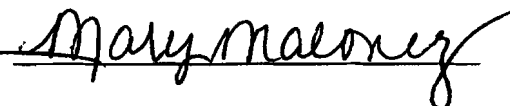
TOWN OF CLARKSTOWN

TOWN OF CLARKSTOWN
UNIT, CSEA, INC.


Alexander J. Gromack, Supervisor

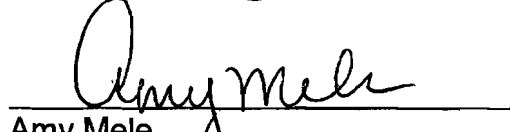

Gary Landro, President

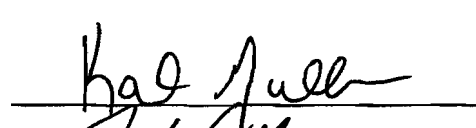
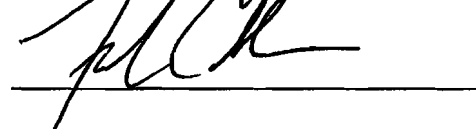

Edward J. Duer, Comptroller



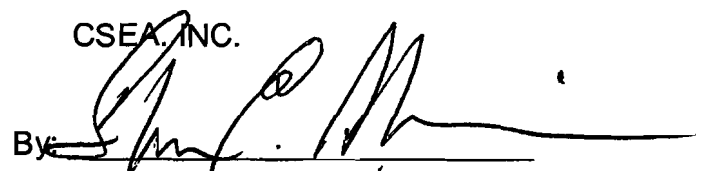

Ronald A. Longo, Assistant T. A.




Amy Mele,
Town Attorney
(Approved as to form)

Dept225\General

CSEA, INC.
By: 
Steven E. Florence

APPENDIX "A"

2007 SALARY SCHEDULE

Grade	ST	AA	A	B	C	D	E	F
13	27,731	30,773	32,107	33,508	34,979	36,519	38,130	39,818
14	28,929	32,107	33,508	34,979	36,519	38,130	39,818	41,583
15	30,172	33,508	34,979	36,519	38,130	39,818	41,583	43,408
16	31,485	34,979	36,519	38,130	39,818	41,583	43,408	45,379
17	32,855	36,519	38,130	39,818	41,583	43,408	45,379	47,414
18	34,299	38,130	39,818	41,583	43,408	45,379	47,414	49,539
19	35,807	39,818	41,583	43,408	45,379	47,414	49,539	51,772
20	37,383	41,583	43,408	45,379	47,414	49,539	51,772	54,108
21	39,036	43,408	45,379	47,414	49,539	51,772	54,108	56,555
22	40,762	45,379	47,414	49,539	51,772	54,108	56,555	59,123
23	42,577	47,414	49,539	51,772	54,108	56,555	59,123	61,808
24	44,481	49,539	51,772	54,108	56,555	59,123	61,808	64,622
25	46,445	51,772	54,108	56,555	59,123	61,808	64,622	67,566
26	48,556	54,108	56,555	59,123	61,808	64,622	67,566	70,655
27	50,737	56,555	59,123	61,808	64,622	67,566	70,655	73,889
28	53,025	59,123	61,808	64,622	67,566	70,655	73,889	77,275
29	55,420	61,808	64,622	67,566	70,655	73,889	77,275	80,821
30	57,933	64,622	67,566	70,655	73,889	77,275	80,821	84,532
31	60,562	67,566	70,655	73,889	77,275	80,821	84,532	88,427
32	63,314	70,655	73,889	77,275	80,821	84,532	88,427	92,507
33	66,204	73,889	77,275	80,821	84,532	88,427	92,507	96,781
34	69,181	77,275	80,821	84,532	88,427	92,507	96,781	101,230
35	72,295	80,821	84,532	88,427	92,507	96,781	101,230	105,887
36	75,547	84,532	88,427	92,507	96,781	101,230	105,887	110,758

APPENDIX "B"

2008 SALARY SCHEDULE

13	28,702	31,850	33,231	34,681	36,203	37,797	39,465	41,212
14	29,942	33,231	34,681	36,203	37,797	39,465	41,212	43,038
15	31,228	34,681	36,203	37,797	39,465	41,212	43,038	44,927
16	32,587	36,203	37,797	39,465	41,212	43,038	44,927	46,967
17	34,005	37,797	39,465	41,212	43,038	44,927	46,967	49,073
18	35,499	39,465	41,212	43,038	44,927	46,967	49,073	51,273
19	37,060	41,212	43,038	44,927	46,967	49,073	51,273	53,584
20	38,691	43,038	44,927	46,967	49,073	51,273	53,584	56,002
21	40,402	44,927	46,967	49,073	51,273	53,584	56,002	58,534
22	42,189	46,967	49,073	51,273	53,584	56,002	58,534	61,192
23	44,067	49,073	51,273	53,584	56,002	58,534	61,192	63,971
24	46,038	51,273	53,584	56,002	58,534	61,192	63,971	66,884
25	48,071	53,584	56,002	58,534	61,192	63,971	66,884	69,931
26	50,255	56,002	58,534	61,192	63,971	66,884	69,931	73,128
27	52,513	58,534	61,192	63,971	66,884	69,931	73,128	76,475
28	54,881	61,192	63,971	66,884	69,931	73,128	76,475	79,980
29	57,360	63,971	66,884	69,931	73,128	76,475	79,980	83,650
30	59,961	66,884	69,931	73,128	76,475	79,980	83,650	87,491
31	62,682	69,931	73,128	76,475	79,980	83,650	87,491	91,522
32	65,530	73,128	76,475	79,980	83,650	87,491	91,522	95,745
33	68,521	76,475	79,980	83,650	87,491	91,522	95,745	100,168
34	71,602	79,980	83,650	87,491	91,522	95,745	100,168	104,773
35	74,825	83,650	87,491	91,522	95,745	100,168	104,773	109,593
36	78,191	87,491	91,522	95,745	100,168	104,773	109,593	114,635

APPENDIX "C-1"

2009 SALARY SCHEDULE

Grade	ST	AA	A	B	C	D	E	F
13	29,735	32,997	34,427	35,930	37,506	39,158	40,886	42,696
14	31,020	34,427	35,930	37,506	39,158	40,886	42,696	44,587
15	32,352	35,930	37,506	39,158	40,886	42,696	44,587	46,544
16	33,760	37,506	39,158	40,886	42,696	44,587	46,544	48,658
17	35,229	39,158	40,886	42,696	44,587	46,544	48,658	50,840
18	36,777	40,886	42,696	44,587	46,544	48,658	50,840	53,119
19	38,394	42,696	44,587	46,544	48,658	50,840	53,119	55,513
20	40,084	44,587	46,544	48,658	50,840	53,119	55,513	58,018
21	41,856	46,544	48,658	50,840	53,119	55,513	58,018	60,641
22	43,708	48,658	50,840	53,119	55,513	58,018	60,641	63,395
23	45,653	50,840	53,119	55,513	58,018	60,641	63,395	66,274
24	47,695	53,119	55,513	58,018	60,641	63,395	66,274	69,292
25	49,802	55,513	58,018	60,641	63,395	66,274	69,292	72,449
26	52,064	58,018	60,641	63,395	66,274	69,292	72,449	75,761
27	54,403	60,641	63,395	66,274	69,292	72,449	75,761	79,228
28	56,857	63,395	66,274	69,292	72,449	75,761	79,228	82,859
29	59,425	66,274	69,292	72,449	75,761	79,228	82,859	86,661
30	62,120	69,292	72,449	75,761	79,228	82,859	86,661	90,641
31	64,939	72,449	75,761	79,228	82,859	86,661	90,641	94,817
32	67,889	75,761	79,228	82,859	86,661	90,641	94,817	99,192
33	70,988	79,228	82,859	86,661	90,641	94,817	99,192	103,774
34	74,180	82,859	86,661	90,641	94,817	99,192	103,774	108,545
35	77,519	86,661	90,641	94,817	99,192	103,774	108,545	113,538
36	81,006	90,641	94,817	99,192	103,774	108,545	113,538	118,762

APPENDIX "C-2"

2010 SALARY SCHEDULE

Grade	ST	AA	A	B	C	D	E	F
13	30,835	34,218	35,701	37,259	38,894	40,607	42,399	44,276
14	32,168	35,701	37,259	38,894	40,607	42,399	44,276	46,237
15	33,549	37,259	38,894	40,607	42,399	44,276	46,237	48,266
16	35,009	38,894	40,607	42,399	44,276	46,237	48,266	50,458
17	36,532	40,607	42,399	44,276	46,237	48,266	50,458	52,721
18	38,138	42,399	44,276	46,237	48,266	50,458	52,721	55,084
19	39,815	44,276	46,237	48,266	50,458	52,721	55,084	57,567
20	41,567	46,237	48,266	50,458	52,721	55,084	57,567	60,165
21	43,405	48,266	50,458	52,721	55,084	57,567	60,165	62,885
22	45,325	50,458	52,721	55,084	57,567	60,165	62,885	65,741
23	47,342	52,721	55,084	57,567	60,165	62,885	65,741	68,726
24	49,460	55,084	57,567	60,165	62,885	65,741	68,726	71,856
25	51,645	57,567	60,165	62,885	65,741	68,726	71,856	75,130
26	53,990	60,165	62,885	65,741	68,726	71,856	75,130	78,564
27	56,416	62,885	65,741	68,726	71,856	75,130	78,564	82,159
28	58,961	65,741	68,726	71,856	75,130	78,564	82,159	85,925
29	61,624	68,726	71,856	75,130	78,564	82,159	85,925	89,867
30	64,418	71,856	75,130	78,564	82,159	85,925	89,867	93,995
31	67,342	75,130	78,564	82,159	85,925	89,867	93,995	98,325
32	70,401	78,564	82,159	85,925	89,867	93,995	98,325	102,862
33	73,615	82,159	85,925	89,867	93,995	98,325	102,862	107,614
34	76,925	85,925	89,867	93,995	98,325	102,862	107,614	112,561
35	80,387	89,867	93,995	98,325	102,862	107,614	112,561	117,739
36	84,003	93,995	98,325	102,862	107,614	112,561	117,739	123,156

APPENDIX "C-3"

2011 SALARY SCHEDULE

Grade	ST	AA	A	B	C	D	E	F
13	32,007	35,518	37,058	38,675	40,372	42,150	44,010	45,958
14	33,390	37,058	38,675	40,372	42,150	44,010	45,958	47,994
15	34,824	38,675	40,372	42,150	44,010	45,958	47,994	50,100
16	36,339	40,372	42,150	44,010	45,958	47,994	50,100	52,375
17	37,920	42,150	44,010	45,958	47,994	50,100	52,375	54,724
18	39,587	44,010	45,958	47,994	50,100	52,375	54,724	57,177
19	41,328	45,958	47,994	50,100	52,375	54,724	57,177	59,755
20	43,147	47,994	50,100	52,375	54,724	57,177	59,755	62,451
21	45,054	50,100	52,375	54,724	57,177	59,755	62,451	65,275
22	47,047	52,375	54,724	57,177	59,755	62,451	65,275	68,239
23	49,141	54,724	57,177	59,755	62,451	65,275	68,239	71,338
24	51,339	57,177	59,755	62,451	65,275	68,239	71,338	74,587
25	53,608	59,755	62,451	65,275	68,239	71,338	74,587	77,985
26	56,042	62,451	65,275	68,239	71,338	74,587	77,985	81,549
27	58,560	65,275	68,239	71,338	74,587	77,985	81,549	85,281
28	61,202	68,239	71,338	74,587	77,985	81,549	85,281	89,190
29	63,966	71,338	74,587	77,985	81,549	85,281	89,190	93,282
30	66,866	74,587	77,985	81,549	85,281	89,190	93,282	97,567
31	69,901	77,985	81,549	85,281	89,190	93,282	97,567	102,061
32	73,076	81,549	85,281	89,190	93,282	97,567	102,061	106,771
33	76,412	85,281	89,190	93,282	97,567	102,061	106,771	111,703
34	79,848	89,190	93,282	97,567	102,061	106,771	111,703	116,838
35	83,442	93,282	97,567	102,061	106,771	111,703	116,838	122,213
36	87,195	97,567	102,061	106,771	111,703	116,838	122,213	127,836

APPENDIX "D"

LONGEVITY PAYMENT

- 1) Effective January 1, 2007, longevity steps shall be as follows:

Upon Completion of Years of Service Listed Below

<u>All Grades</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>
	2262	4524	6786	9048

- 2) Effective January 1, 2008, longevity steps shall be as follows:

Upon Completion of Years of Service Listed Below

<u>All Grades</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>
	2341	4682	7023	9364

- 3) Effective January 1, 2009, longevity steps shall be as follows:

Upon Completion of Years of Service Listed Below

<u>All Grades</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>
	2426	4852	7278	9704

- 4) Effective January 1, 2010, longevity steps shall be as follows:

Upon Completion of Years of Service Listed Below

<u>All Grades</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>
	2515	5030	7545	10,060

- 5) Effective January 1, 2011, longevity steps shall be as follows:

Upon Completion of Years of Service Listed Below

<u>All Grades</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>
	2611	5222	7833	10,444

VACATION - SCHEDULE

APPENDIX 'E'

EMPLOYEES HIRED PRIOR TO JAN 1, 1981

NEW EMPLOYEES - (3 Mos. to 1 Year = 12 Days)

-Jan.-	-Feb.-	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.-	Dec.-
X	X	1	2	3	4	6	7	8	9	10	12

COMPLETION OF SECOND YEAR - (15 Days)

Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
1	2	3	5	6	7	8	10	11	12	13	15

COMPLETION OF THIRD YEAR - (20 Days)

Jan.	Febr.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
1	3	5	7	8	10	12	14	15	17	19	20

COMPLETION : OF FOURTH YEAR - (25 Days)

Jan.	Febr.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
2	4	6	8	10	13	15	17	19	21	23	25

COMPLETION OF 10 - (30 Days)

Jan.	Febr.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
2	5	7	10	12	15	17	20	22	25	27	30

VACATION - SCHEDULE

APPENDIX 'F'

EMPLOYEES HIRED AFTER

JAN 1, 1981

NEW EMPLOYEES - (3 Mos. to 1 Year = 10 Days)

Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
X	X	1	2	3	4	5	6	7	8	9	10

2 - 3 YEAR - (12 Days)

Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
1	2	3	4	5	6	7	8	9	10	11	12

4 YEAR - (15 Days)

Jan.	Febr.	March	April	May	June	July	Aug.	Sept.	Oct	Nov.	Dec.
1	2	3	5	6	7	8	10	11	12	13	15

5 - 10. YEAR - (20 Days)

Jan.	Febr.	March	April	May	June	July	Aug.	Sept	Oct.	Nov.	Dec.
1	3	5	7	8	10	12	14	15	17	19	20

11 - 20 YEARS - (25 Days)

Jan.	Febr.	March	April	May	June	July	Aug.	Sept	Oct.	Nov.	Dec.
2	4	6	8	10	13	15	17	19	21	23	25

OVER 20 YEARS - (30 DAYS)

Jan.	Febr.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
2	5	7	10	12	15	17	20	22	25	27	30

APPENDIX "G"

I. PREAMBLE

In order to establish and maintain a harmonious and cooperative relationship between the Town of Clarkstown and its employees, it is hereby declared to be the policy of the Town and the purpose of this procedure to provide for the settlement of differences through an orderly grievance procedure, free from coercion, interference, restraint, discrimination or reprisal. All the provisions of this procedure shall be liberally construed for the accomplishment of this purpose.

II. BASIC STANDARDS AND PRINCIPLES

1. Every employee of the Town of Clarkstown shall have the right to present his/her grievance in accordance with the procedures prescribed hereunder, with or without a representative of his/her own choosing, free from interference, coercion, restraint, discrimination or reprisal.

2. It is a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their supervisors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority shall be delegated to such supervisors to enable them to carry out the purpose of this procedure.

3. The administrative head of each Town department office, institution or agency shall be responsible for carrying out the provisions of this procedure with respect to grievances arising in his/her department, office, institution or agency.

4. Grievances involving more than one employee under the appointing authority (group grievances) shall be referred to the lowest supervisory level common to all of the aggrieved. Such employees, if they so desire, shall have the right to be represented by a single representative of their own choosing.

5. The informal resolution of differences prior to initiation of action under formal grievance procedure is encouraged and shall be the rule rather than the exception.

III. SCOPE

The provisions of this procedure shall apply to all members of the bargaining unit as defined in Article III.

IV. APPLICATION

1. The provisions of this procedure shall apply to any claimed, or alleged violation, misinterpretation or inequitable application of the existing rules, procedures, regulations, administrative orders or work rules for any department, office, institution, agency or commission which relate to or involve employees' health or safety, morale, physical facilities, materials or equipment furnished to employees, or supervision of employees.

2. The procedure shall not apply to matters which are reviewable under administrative procedures established by law or pursuant to rules having the force and effect of law. Consequently, such items as dismissals, demotions, suspensions, reduction in pay, position classifications, salary allocations, Civil Service examinations and rates thereof are not subject to review as grievances under this procedure.

V. CONSIDERATION OF GRIEVANCES

1. Employees, supervisor and appointing authorities are expected to exhaust every administrative device to settle amicably all differences of opinion. An employee must initiate action under this procedure within a reasonable length of time after occurrence of the alleged grievance.

2. In the interest of a uniform procedure and to expedite handling, an employee shall present his/her problem or grievance through regular supervisory channels in the following order:

A. The First Stage - The Immediate Supervisor

The employee shall first request an interview with his/her immediate supervisor. The immediate supervisor shall within three (3) business days hold an informal discussion with the employee. To the extent his/her authority permits him/her, the immediate supervisor shall make every attempt to arrive at an amicable settlement of the grievance. In any event, a written determination shall be made and given to the employee within three (3) business days after the informal discussion. If the supervisor is unable to resolve the grievance to the employee's satisfaction, or if the matter is beyond the authority of the immediate supervisor, he/she shall advise the employee to submit his/her grievance in writing to the second supervisory level, i.e., the unit, section or division head. This grievance statement shall be as brief as practicable and constitute a Statement of Fact as defined in Section IX below.

B. Second Stage - The Unit, Section or Division Head

If a grievance is not satisfactorily settled at the first stage, the employee may within five (5) days after date of notice from his/her immediate supervisor request a review by presenting said grievance in written form as a

Statement of Fact to the unit, section or division head. The unit, section or division head shall meet with the employee and his/her representative, if any, within five (5) business days after receipt of the grievance. The review shall be informal and every attempt shall be made to reach an amicable settlement. In any event, the unit, section or division head shall within five (5) business days of the informal hearing give his/her determination in writing to the employee with copies to the Department Head and the employee's immediate supervisor.

C. Third Stage - The Appointing Authority/Department Head

If a grievance is not satisfactorily settled at a lower stage, the employee may within five (5) business days of the date of the notice of the determination at the second stage request a review by the appointing authority or his/her representative. However, such representative shall not have been involved in the first or second stage of said grievance. An agreed upon Statement of Fact with the remedy or relief sought and the objections to granting such remedy or relief may be submitted jointly by the employee and his/her superior, or each shall submit separate statements. The review may be administrative if a formal hearing is not requested by the employee, in which case a written determination shall be give to the employee within ten (10) business days after receipt of the request for review. If a hearing is requested or called, the appointing officer or his/her duly authorized representative shall conduct such hearing within five (5) business days after receipt of the request for review. Every attempt shall be made to reach an amicable settlement. The appointing authority shall have a record made of each hearing and need not be a verbatim transcript of the hearing unless the appointing officer so desires. The appointing authority or his/her authorized representative shall within five (5)

business days of the conclusion of the hearing give the employee his/her written determination together with a copy of the record of the hearing.

D. Fourth Stage - Arbitration

If the grievance is not resolved to the satisfaction of the Union at the appointing authority stage, the Union may submit the grievance to binding arbitration. Within ten (10) days of receipt of the decision at the third stage, a demand for arbitration shall be served upon the Town. Upon receipt, the employer shall notify the hearing officer who is next in rotation pursuant to the Alternate Disciplinary Procedure (APPENDIX "I") who shall sit as arbitrator. The cost of the arbitrator shall be split equally.

VI. TIME OF HEARING

All hearings as well as all discussions between an employee and his/her supervisor or appointing authority shall insofar as practicable, be conducted during working hours. Town employees whose attendance is required shall be allowed such time off from their regular duties as may be necessary and reasonable for hearings.

VII. TIME LIMITS

1. Failure to comply with the time limits established for any stage of the procedure shall be deemed (a) a withdrawal of the grievance if on the part of any employee; (b) a determination resolved in favor of the employee if on the part of the immediate supervisor, unit section or division head, department head or appointing authority.

2. Time limits may be extended by mutual consent for a period not to exceed ten (10) business days.

VIII. LEVELS OF SUPERVISION

The fact that this procedure is for three (3) stages for the resolution of a grievance to arbitration, it shall not bar the orderly processing of a grievance in departments or offices where only one or two levels of supervision exist. Where there are less than three distinct levels of supervision, including that of the Department Head or appointing authority, then for the purposes of this procedure, a grievance shall be considered to have been properly processed when a written determination on the disposition of the grievance is given to the employee by the Department Head or appointing authority. The minimum time limits shall be those established for the first, second or third stages, respectively, as may be applicable.

IX. DEFINITIONS

APPEAL is the process or procedure by which an employee presents to the Board a grievance on which the employee has received a written determination from his/her Department Head or appointing authority with which he/she is not satisfied.

TOWN means the Town of Clarkstown.

IMMEDIATE SUPERVISOR means the employee or officer of the next higher level of authority in the department, institution or agency wherein the grievance exists and who normally assigns and reviews the employee's work, approves his/her time record or evaluates his/her work performance by or with the designation of the department office, institution or agency head.

REPRESENTATIVE means the agent selected by the employee or a group of employees in the case of group grievances, to act in his/her or their behalf in the processing of a grievance.

STAGE means a step of the procedure involving contact between the employee and a representative of management as a result of which a decision on the grievance is made. A stage is considered to have been completed when a written determination is given to the aggrieved employee.

EMPLOYEE means any member of this bargaining unit as defined in Article III.

GRIEVANCE means any claimed violation, misinterpretation or alleged inequitable application of any existing laws, or duly established rules, procedures, regulations, administrative orders or work rules of the Town of Clarkstown or department thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

DEPARTMENT shall mean any office, department, board or other agency of the government of the Town of Clarkstown.

DAYS shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this regulation.

STATEMENT OF FACT means a written summary of the alleged grievance and shall be in the following form:

1. The name, home address, title and work location of the aggrieved;

2. The name, title and location of the Department Head or appointing authority;
3. A recital of the circumstances or conditions alleged to constitute the grievance;
4. The specific remedy or relief sought;
5. A summary of actions taken and of determinations made at previous stages with respect to said grievances.

UNIT, SECTION OR DIVISION HEAD means the employee or officer on a higher level of authority in direct line next above the immediate supervisor and below the level of the Department Head or appointing authority, unless otherwise designated by the appointing authority.

APPENDIX "H"

GRADE ALLOCATIONS

CONTRACT EFFECTIVE – 1/1/07

<u>TITLE</u>	<u>GRADE</u>
<u>CLERK</u>	<u>14</u>
<u>COURIER</u>	<u>14</u>
<u>COURT ATTENDANT</u>	<u>14</u>
<u>COURT ATTENDANT (SPANISH SP. II)</u>	<u>14</u>
<u>ACCOUNT CLERK</u>	<u>15</u>
<u>CLEANER</u>	<u>15</u>
<u>CLERK TYPIST</u>	<u>15</u>
<u>RECEPTIONIST</u>	<u>15</u>
<u>ACCOUNT CLERK TYPIST</u>	<u>16</u>
<u>CASHIER (TAX OFFICE)</u>	<u>16</u>
<u>CLERK STENOGRAPHER</u>	<u>16</u>
<u>CUSTODIAL WORKER</u>	<u>16</u>
<u>DATA ENTRY OPERATOR I</u>	<u>16</u>
<u>FILE CLERK</u>	<u>16</u>
<u>REAL PROPERTY DATA COLLECTOR</u>	<u>16</u>
<u>RECREATION INFORMATION CLERK</u>	<u>16</u>
<u>SENIOR CLERK</u>	<u>16</u>
<u>STOCK CLERK</u>	<u>16</u>
<u>COMPUTER OPERATOR (MID RANGE SYSTEM)</u>	<u>17</u>
<u>PAYROLL CLERK/DATA ENTRY OPERATOR</u>	<u>17</u>

<u>TITLE</u>	<u>GRADE</u>
<u>SENIOR ACCOUNT CLERK</u>	<u>17</u>
<u>SENIOR ACCOUNT CLERK TYPIST</u>	<u>17</u>
<u>SENIOR CLERK TYPIST</u>	<u>17</u>
<u>TELEPHONE OPERATOR TYPIST</u>	<u>17</u>
<u>CUSTODIAN I</u>	<u>18</u>
<u>DRAFTER</u>	<u>18</u>
<u>GROUNDWORKER</u>	<u>18</u>
<u>LABORER</u>	<u>18</u>
<u>MAINTENANCE HELPER</u>	<u>18</u>
<u>SR. CLERK STENO</u>	<u>18</u>
<u>SR. STENOGRAPHER</u>	<u>18</u>
<u>SR. PAYROLL CLERK</u>	<u>18</u>
<u>ASSESSING CLERK I</u>	<u>19</u>
<u>CUSTODIAN II</u>	<u>19</u>
<u>DATA ENTRY OPERATOR II</u>	<u>19</u>
<u>EMPLOYEE BENEFITS CLERK</u>	<u>19</u>
<u>LEGAL STENOGRAPHER</u>	<u>19</u>
<u>MUNICIPAL BUS DRIVER</u>	<u>19</u>
<u>RECORDS CLERK (LE)</u>	<u>19</u>
<u>RECORDS CLERK TYPIST (LE)</u>	<u>19</u>
<u>SENIOR GROUNDWORKER</u>	<u>19</u>
<u>SOLID WASTE FACILITY ATTENDANT</u>	<u>19</u>
<u>TRANSFER STATION MONITOR</u>	<u>19</u>
<u>WEIGHER I</u>	<u>19</u>

TITLE	GRADE
MOTOR EQUIPMENT OPERATOR I	20
RECORDS CLERK (PERSONNEL)	20
STOREKEEPER	20
STOREKEEPER (AUTOMOTIVE)	20
WEIGHER II	20
ASSESSING CLERK II	21
COMPUTER INSTALLATION ASSISTANT	21
CUSTODIAN III	21
ENGINEERING TECHNICIAN	21
GROUNDKEEPER	21
MUNICIPAL BUS DRIVER III	21
PRINCIPAL ACCOUNT CLERK	21
PRINCIPAL CLERK	21
PRINCIPAL CLERK/STENOGRAPHER	21
PRINCIPAL CLERK/TYPIST	21
PRINCIPAL PURCHASING CLERK TYPIST	21
REAL PROPERTY DATA COLLECTOR II	21
REAL PROPERTY DATA CONTROLLER I	21
RECREATION LEADER	21
REGISTRY CLERK/STENOGRAPHER	21
SECRETARIAL ASSISTANT I	21
SECRETARIAL ASSISTANT LEGAL	21
SERVICE DISPATCHER (PUBLIC WORKS)	21
SR. RECORDS CLERK (LAW ENFORCEMENT)	21

<u>TITLE</u>	<u>GRADE</u>
<u>ADMINISTRATIVE AIDE PLANNING</u>	<u>22</u>
<u>ASST. MAINTENANCE MECHANIC</u>	<u>22</u>
<u>ASST. AUTOMOTIVE MECHANIC</u>	<u>22</u>
<u>ENVIRONMENTAL CONTROL INSPECTOR I</u>	<u>22</u>
<u>MOTOR EQUIPMENT OPERATOR II</u>	<u>22</u>
<u>SENIOR DRAFTER</u>	<u>22</u>
<u>SENIOR STOREKEEPER</u>	<u>22</u>
<u>SENIOR STOREKEEPER (AUTO)</u>	<u>22</u>
<u>SEWER INSPECTOR</u>	<u>22</u>
<u>CODE ENFORCEMENT OFFICER</u>	<u>23</u>
<u>SENIOR RECREATION LEADER</u>	<u>23</u>
<u>GROUNDSKEEPER II</u>	<u>23</u>
<u>ADMINISTRATIVE ASSISTANT I</u>	<u>24</u>
<u>ADMINISTRATIVE SECRETARY</u>	<u>24</u>
<u>AUTOMOTIVE MECHANIC I</u>	<u>24</u>
<u>CODE ENFORCEMENT OFFICER II</u>	<u>24</u>
<u>LITTER CONTROL AGENT</u>	<u>24</u>
<u>MAINTENANCE MECHANIC I</u>	<u>24</u>
<u>SENIOR ENGINEERING TECHNICIAN</u>	<u>24</u>
<u>UTILITY SERVICES COORDINATOR</u>	<u>24</u>
<u>ANIMAL CONTROL OFFICER II</u>	<u>25</u>
<u>ASST. MAINTENANCE SUPERVISOR (GROUNDS)</u>	<u>25</u>
<u>ASST. MAINTENANCE SUPERVISOR (SEWERS)</u>	<u>25</u>

<u>TITLE</u>	<u>GRADE</u>
<u>ASST. TRANSIT OPERATIONS SUPV.</u>	<u>25</u>
<u>AUTOMOTIVE MECHANIC I/BODY REPAIRER</u>	<u>25</u>
<u>GRANTS ASSISTANT</u>	<u>25</u>
<u>MAINTENANCE MECHANIC II</u>	<u>25</u>
<u>PARALEGAL SPECIALIST I (MUNICIPAL LAW)</u>	<u>25</u>
<u>STREET CONSTRUCTION INSPECTOR</u>	<u>25</u>
<u>ASST. FIRE SAFETY INSPECTOR</u>	<u>26</u>
<u>AUTOMOTIVE MECHANIC II/BODY REPAIRER</u>	<u>26</u>
<u>ENVIRONMENTAL CONTROL INSPECTOR II</u>	<u>26</u>
<u>POLICE RADIO DISPATCHER (CAD)</u>	<u>26</u>
<u>POLICE RADIO DISPATCHER (SPANISH)</u>	<u>26</u>
<u>PRINCIPAL ENGINEERING TECHNICIAN</u>	<u>26</u>
<u>PUBLIC INFORMATION ASSISTANT</u>	<u>26</u>
<u>REAL PROPERTY APPRAISER</u>	<u>26</u>
<u>ACCOUNT KEEPING SUPERVISOR</u>	<u>27</u>
<u>ASST. BUILDING INSPECTOR</u>	<u>27</u>
<u>ASST. COURT CLERK</u>	<u>27</u>
<u>CODE ENFORCEMENT OFFICER III</u>	<u>27</u>
<u>FIRE SAFETY INSPECTOR</u>	<u>27</u>
<u>HIGHWAY MAINTENANCE SUPERVISOR I</u>	<u>27</u>
<u>INFORMATION SERVICES SPECIALIST I (NETWORKED SYSTEM)</u>	<u>27</u>
<u>INFORMATION SERVICES SPECIALIST I (POLICE DEPT)</u>	<u>27</u>

<u>TITLE</u>	<u>GRADE</u>
<u>PARALEGAL SPECIALIST II</u>	<u>27</u>
<u>PLANNING ASSISTANT</u>	<u>27</u>
<u>PUBLIC INFORMATION SPECIALIST</u>	<u>27</u>
<u>PURCHASER II</u>	<u>27</u>
<u>RECREATION SUPERVISOR</u>	<u>27</u>
<u>ROAD INSPECTOR</u>	<u>27</u>
<u>SECURITY ADMINISTRATOR (TOWN)</u>	<u>27</u>
<u>TRANSIT OPERATIONS SUPERVISOR</u>	<u>27</u>
 <u>COMPUTER NETWORK SPECIALIST</u>	 <u>28</u>
<u>ENGINEER I</u>	<u>28</u>
<u>ENVIRONMENTAL CONTROL INSPECTOR III</u>	<u>28</u>
<u>GIS COORDINATOR I</u>	<u>28</u>
<u>HIGHWAY MAINTENANCE SUPERVISOR II</u>	<u>28</u>
<u>MAINTENANCE SUPERVISOR (AUTOMOTIVE)</u>	<u>28</u>
<u>MAINTENANCE SUPERVISOR (GROUNDS)</u>	<u>28</u>
<u>MAINTENANCE SUPERVISOR (SEWERS)</u>	<u>28</u>
<u>PLUMBING INSPECTOR</u>	<u>28</u>
 <u>BUILDING PLANS EXAMINER</u>	 <u>29</u>
<u>HIGHWAY MAINTENANCE SUPERVISOR III</u>	<u>29</u>
<u>SENIOR RECREATION SUPERVISOR</u>	<u>29</u>
 <u>CHIEF FIRE SAFETY INSPECTOR</u>	 <u>30</u>

<u>TITLE</u>	<u>GRADE</u>
<u>COORDINATOR, DISPATCH SERVICE</u>	<u>30</u>
<u>ENGINEER II</u>	<u>30</u>
<u>ENVIRONMENTAL RESOURCE SPECIALIST</u>	<u>30</u>
<u>INFORMATION SERVICES SPEC II (POLICE DEPT)</u>	<u>31</u>
<u>INSURANCE AND CLAIMS MANAGER</u>	<u>31</u>
<u>PLANNER</u>	<u>31</u>
<u>SAFETY MANAGER</u>	<u>31</u>
<u>ZONING ENFORCEMENT OFFICER/COMMUNITY LIAISON</u>	<u>31</u>
<u>CHIEF FIRE SAFETY INSPECTOR III</u>	<u>33</u>
<u>DEPUTY BUILDING INSPECTOR</u>	<u>33</u>
<u>ENVIRONMENTAL CONTROL SUPV. (OPERATIONS)</u>	<u>33</u>
<u>SENIOR PLANNER</u>	<u>33</u>
<u>ASST. SUPERINTENDENT – RECREATION</u>	<u>34</u>
<u>ENVIRONMENTAL CONTROL SUPV. (SURVEY & DESIGN)</u>	<u>35</u>
<u>SUPERVISOR REAL PROPERTY APPRAISER</u>	<u>35</u>

APPENDIX "I"

ALTERNATE DISCIPLINARY PROCEDURE

SECTION 1. Eligibility

This Article establishes an alternate disciplinary procedure for members of the bargaining unit. It shall apply to all persons subject to Section 75 and 76 of the Civil Service Law and in addition shall apply to any non-competitive and labor class employees who have completed a probationary period of at least six (6) months of continuous service which may be extended up to an additional six (6) months by the appropriate Department Head upon written notice to the employee. The disciplinary procedure provided herein is not applicable to probationary or provisional competitive class employees.

SECTION 2. Waiver of Rights Under Section 75 & 76 of the Civil Service Law

The following disciplinary procedure for incompetency and/or misconduct shall apply to employees as provided herein in lieu of the procedures specified in Civil Service Law Sections 75 and 76. The Employer and the Union fully understand and agree that the provisions of the Civil Service Law herein stated shall not apply to disciplinary action instituted against Unit members and they fully understand and agree that those members of the bargaining unit who would be entitled to the rights set forth in the Civil Service Law have expressly waived their rights and that all further disciplinary actions shall be conducted under the procedures contained in this Article.

SECTION 3. Employees Rights

A. Employees shall be entitled to Union representation in disciplinary counseling sessions as follows:

1. Upon request of the employee, a union representative shall be allowed to be present during any disciplinary counseling session where the results of the session will be reduced to writing and placed in the employee's personnel file. This right shall also apply to Union officials. It is understood that this requirement should not inhibit counseling between supervisors and employees without a union representative being present where no written document will be placed in the personnel file.

2. All documents placed in an employee's personnel file relating to performance, including but not limited to attendance issues, shall be signed by the employee. The employee's signature shall represent acknowledgment of receipt of the documents but does not necessarily constitute agreement with the contents of the documents. An employee may respond in writing to such documents within 30 calendar days of receipt.

B. An employee shall not be disciplined for acts which occurred more than 18 months prior to the date of the notice of discipline, except where the act(s) would constitute a crime. In any event, this provision will not limit the Employer and the hearing officer from considering the entire employment record with respect to the appropriateness of the penalty to be imposed.

SECTION 4. Employer Imposed Discipline Procedure

A. Disciplinary counseling will be utilized in the manner outlined in Section 3 above where principles of progressive discipline generally apply.

B. Misconduct and/or incompetency will form the basis for the imposition of discipline pursuant to this Article.

C. Where the employer seeks to impose discipline under this portion of this procedure, the employee will be served either personally or by certified

mail (at his/her last known address) with a written notice of discipline describing the alleged acts forming the basis for the disciplinary action. In addition, the notice shall contain a proposed penalty which may be amended at any time thereafter. A copy of the notice of discipline will be presented to the president of the Union.

D. The Employer may impose any of the following disciplinary penalties which will be subject to review through the arbitration provision of the grievance procedure:

A reprimand, a fine not to exceed \$100 to be deducted from salary or wages, or a suspension without pay up to 30 working days. The imposition of such disciplinary penalties will be subject to direct arbitral review before one of the designated hearing officers listed below and will not be subject to the procedure set out hereafter. The cost of the arbitrator shall be borne equally by the Town and the Union.

SECTION 5. Impartial Hearing Officer Procedure

A. (1) In the event that the Employer seeks to impose a penalty in excess of those outlined in Section 4 (i.e., suspension without pay for more than 30 days, demotion in grade and/or title or dismissal), the employee has the right to a hearing before an impartial hearing officer pursuant to the procedure set out hereafter.

(2) Disciplinary counseling will be utilized in the manner outlined in Section 3 above where principles of progressive discipline generally apply.

B. In such cases the Employer shall provide the employee with a notice of discipline which shall include the following:

- a. Notice of charges describing the alleged acts forming the basis for disciplinary action.

- b. The right to a hearing before an impartial hearing officer.
- c. The right to be represented at said hearing by a Union representative or attorney of his/her choice.
- d. The employee must request such a hearing by submitting a written request to the charging party within 10 calendar days after receipt of the notice of discipline if he/she disagrees with the proposed penalty set therein.
- e. The employee will be reminded that it shall be his/her responsibility that he/she should contact the Union immediately upon receipt of the notice of discipline.

C. Within 10 calendar days of receipt of the notice of discipline the employee must file a written request for a hearing with the Charging Party. Failure to file such request within 10 calendar days of receipt of the notice of discipline will constitute acceptance of the proposed penalty by the employee and will settle the matter in its entirety.

D. The Employer will provide copies of all notices of disciplinary charges to the president of the Union.

E. Hearing Panel - A panel of hearing officers selected and mutually agreed upon by the Employer and the Union shall be as follows:

- (a) Dr. Joel Douglas
- (b) to be named
- (c) to be named

Upon a member of the Panel being mutually removed and/or choosing to remove him/herself, both parties shall submit a list of three (3) names to the remaining Panel Members who shall choose from the names submitted by both sides to fill the vacancy on the Panel. Said list will remain in existence during the term of this Agreement. Hearing officers shall serve on a rotating basis. The cost for

hearing officers' services for hearings held under Section 5 of this Appendix shall be fully borne equally by the Town and the Union.

F. Hearing Procedure

1. The Employer shall notify the hearing officer who is next in rotation of the need for a hearing within 10 calendar days after receipt of the employee's written request for a hearing.

2. The hearing officer shall schedule a hearing as soon as possible but in no event later than 30 calendar days of receipt of the Employer's notification of need for a hearing.

3. Proof

- a. The burden of proof in such a disciplinary hearing shall fall upon the Employer. The Employer must prove the charges by substantial evidence.
- b. The technical rules of evidence shall not be required in such a hearing.
- c. The employee or his/her chosen representative shall have the right in such a hearing to call witnesses and to cross-examine witnesses called by the Employer. The Employer shall have the right to cross examine witnesses called by the employee.

4. Either party (Town or Union) wishing a transcript at a disciplinary hearing may provide for one at its own expense and in such cases shall provide a copy to the hearing officer and to the other party without cost. The request for such a transcript shall not extend the date that a final determination is to be made.

G. Hearing Officer's Authority

1. The decision of the hearing officer shall be rendered within 30 calendar days of the close of the hearing.

2. The hearing officer shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto, or to add any new provisions to this Agreement or any amendment or supplement thereto. Rather, the hearing officer is limited to determining guilt or innocence and the appropriateness of the proposed penalty. Should the hearing officer determine that the proposed penalty is inappropriate, he/she may impose an alternative penalty.

3. The determination of a hearing officer shall be final and binding upon both parties and is not subject to the grievance procedure set forth herein. The determination of the hearing officer is to be considered an arbitrator's award and is reviewable in court under Article 75 of the Civil Practice Law and Rules.

SECTION 6. Suspension Without Pay

A. Pending the hearing and final determination in a disciplinary matter pursuant to Section 5 of this procedure, the employee against whom the Employer seeks to impose discipline may be suspended without pay for a period of up to 30 work days. However, if the Employer determines that there is probable cause to believe that the employee's presence on the job represents a potential danger to person(s) or property or would interfere with operations, such suspension without pay may extend until the first day of the hearing at which time such determination shall be reviewable immediately by the hearing officer to determine whether the Employer had probable cause and whether the employee should be returned to the payroll prospectively. If the hearing officer finds that the employee poses such a danger or interference, the suspension may continue pending the outcome of the hearing. If the hearing officer does not find that the

employee poses such a danger or interference, the employee shall be immediately returned to the payroll.

B. If in such case an employee has been suspended pending the outcome of a hearing and the hearing officer finds that suspension was unwarranted, or that the penalty is too severe, the employee shall be reinstated and compensated for all lost time less any suspension imposed by the hearing officer and less the amount of compensation which he/she may have received from other employment or in the form of any type of state or federal benefits during the period of suspension.

SECTION 7. Disciplinary Procedure

The Town shall maintain insurance benefits for a unit member suspended without pay pending the outcome of disciplinary charges. If a member pleads guilty and does not request a hearing, or is found guilty following a hearing, the unit member shall be responsible for the cost of the premiums paid by the Town during such suspension, separate and apart from any penalty imposed pursuant to the procedure set forth herein. The unit member shall be responsible for repaying such premiums through payroll deduction in the amount of 7.5% of gross salary not to exceed \$100 per pay period until fully repaid or, if no longer employed by the Town, through deduction from the member's last pay check or through check or cash if payroll deduction is not sufficient to cover the full amount of premiums due.

SALARY SCHEDULE 1992

GRADE	ST	AA	A	B	C	D	E	F
13	16,326	18,118	18,902	19,728	20,595	21,502	22,450	23,444
14	17,031	18,902	19,728	20,595	21,502	22,450	23,444	24,484
15	17,765	19,728	20,595	21,502	22,450	23,444	24,484	25,556
16	18,538	20,595	21,502	22,450	23,444	24,484	25,556	26,717
17	19,345	21,502	22,450	23,444	24,484	25,556	26,717	27,915
18	20,194	22,450	23,444	24,484	25,556	26,717	27,915	29,167
19	21,081	23,444	24,484	25,556	26,717	27,915	29,167	30,480
20	22,010	24,484	25,556	26,717	27,915	29,167	30,480	31,857
21	22,982	25,556	26,717	27,915	29,167	30,480	31,857	33,296
22	23,999	26,717	27,915	29,167	30,480	31,857	33,296	34,808
23	25,068	27,915	29,167	30,480	31,857	33,296	34,808	36,391
24	26,189	29,167	30,480	31,857	33,296	34,808	36,391	38,046
25	27,345	30,480	31,857	33,296	34,808	36,391	38,046	39,779
26	28,586	31,857	33,296	34,808	36,391	38,046	39,779	41,599
27	29,871	33,296	34,808	36,391	38,046	39,779	41,599	43,503
28	31,217	34,808	36,391	38,046	39,779	41,599	43,503	45,495
29	32,629	36,391	38,046	39,779	41,599	43,503	45,495	47,584
30	34,109	38,046	39,779	41,599	43,503	45,495	47,584	49,771
31	35,655	39,779	41,599	43,503	45,495	47,584	49,771	52,063
32	37,277	41,599	43,503	45,495	47,584	49,771	52,063	54,465
33	38,978	43,503	45,495	47,584	49,771	52,063	54,465	56,980
34	40,730	45,497	47,584	49,771	52,063	54,465	56,980	59,601
35	42,563	47,584	49,771	52,063	54,465	56,980	59,601	62,343
36	44,479	49,771	52,063	54,465	56,980	59,601	62,343	65,210

APPENDIX "J"

80

LONGEVITY PAYMENT

GRADE	Upon Completion			Cumulative Amount After
	7 Years	11 Years	15 Years	19 Years
12-16	550	600	650	2,100
17-21	700	750	800	2,550
22-33	800	850	900	2,850

APPENDIX "K"

TOWN OF CLARKSTOWN DRUG TESTING POLICY

WHEREAS, the Omnibus Transportation Employee Testing Act of 1991, hereinafter referred to as the "ACT," requires alcohol and drug testing of safety-sensitive employees including transportation employees and those holding commercial driver's licenses, and

WHEREAS, the Town of Clarkstown is required to implement such testing commencing January 1, 1995;

NOW, THEREFORE, be it

RESOLVED, that the Town Board of the Town of Clarkstown hereby establishes as the policy of the Town of Clarkstown that no employee may report for duty, remain on duty and/or operate a vehicle or equipment while under the influence of alcohol and/or controlled substances as set forth in the ACT, and be it

FURTHER RESOLVED, that the Town Board hereby directs that drug and alcohol testing, as more fully set forth in the ACT, be commenced for all Town employees defined in the ACT in the manner prescribed in the ACT on January 1, 1995, which is set forth hereafter:

**TOWN OF CLARKSTOWN FEDERALLY MANDATED
ALCOHOL AND DRUG TESTING POLICY AND PROCEDURE
FOR SAFETY SENSITIVE EMPLOYEES**

Any employee in a safety-sensitive position shall be subject to random alcohol and controlled substance testing.

I. Prohibitions

Safety-sensitive employees are prohibited from performing safety-sensitive duties if:

- A. He/she possesses alcohol or uses alcohol or drugs, while on duty.
- B. He/she has used alcohol within four hours or less of duty.
- C. He/she has an alcohol concentration of .04 or higher, or tests positive for drugs.
- D. He/she has used alcohol within eight hours after being involved in an accident, or before undergoing a post-accident test, if such test is required. Illegal drug use by employees in safety-sensitive positions is prohibited.
- E. There is a "reasonable suspicion" to believe he/she has engaged in prohibited alcohol or controlled substance use; or
- F. He/she refuses to take a required alcohol or drug test.

In addition, because even a small amount of alcohol in an employee's system is inconsistent with safety, an employee who tests .02 or greater but less than .04 will be removed from safety-sensitive duties until the start of his/her next regularly scheduled duty period, but not less than 24 hours following administration of the test.

II. Types of Testing

The following alcohol and drug tests shall be implemented:

- A. Pre-employment: Drug tests will be conducted before applicants are hired or after an offer to hire, but before actually performing safety-sensitive functions for the first time. These tests will also be given when employees transfer to a safety-sensitive function.
- B. Post-accident: Alcohol and drug tests will be conducted if involved in an accident in which:
 - 1. there has been a fatality;
OR

2. the employee has received a citation for a moving violation in connection with the accident.
- C. Reasonable Suspicion: Alcohol and/or drug tests will be conducted if a supervisor who is appropriately trained observes behavior, appearance, speech or body odors that are characteristic of controlled substance or alcohol misuse and, therefore, has a "reasonable suspicion" that the employee has violated the regulations. Alcohol tests can only be done just before, during or just after the employee's shift. The supervisor who makes the determination of "reasonable suspicion" cannot do the testing.
 - D. Random: Alcohol and drug tests will be conducted at random for the minimum percentage of safety-sensitive employees as provided for in the Regulations. Currently, these minimums are 25 percent for alcohol and 50 percent for drugs. These tests will be unannounced and spread throughout the calendar year.
 - E. Return-to-Duty: If an employee has engaged in prohibited alcohol or drug use, he or she will be removed from duties. Subject to the disciplinary procedure, the employee will not be permitted to return to these duties until he or she has been evaluated by a substance abuse professional and has complied with any treatment recommendations. Thereafter, a return-to-duty test must be performed with satisfactory results. If removal was due to alcohol use, a satisfactory result will be less than .02 alcohol use; a satisfactory result will be less than .02 alcohol concentration. If removal was due to drug use, a satisfactory result will be one that is verified as negative.
 - F. Follow-Up: If the driver has been referred for alcohol or drug counseling due to a violation of the regulations, unannounced follow-up alcohol and/or drug testing will be conducted as directed by a substance abuse professional.

At least six tests must be conducted in the first 12 months following the employee's return to duty. Follow-up testing may be extended for up to 60 months from the date of the return to duty of the employee. Follow-up alcohol testing will only be conducted before, during or after the employee has performed his or her driving duties.

III. Testing Procedures

A. Alcohol Testing Procedures

Alcohol testing will be conducted with evidential breath testing (EBT) device approved by the National Highway Traffic Safety Administration. The employee and the Breath Alcohol Technician conducting the test must complete the alcohol testing form to ensure that the results are properly recorded.

1. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than .02 alcohol concentration is considered a "negative" test.
2. If the alcohol concentration is .02 or greater, a second or confirmation test must be conducted. The confirmation test must be conducted using an EBT that prints out the results, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the results.
3. If the confirmation test results indicate an alcohol concentration from .02 to .03999, the employee will be restricted from duty for at least 24 hours from the time of the test.
4. If the confirmation test results indicate an alcohol concentration equal to or greater than .04, the employee will be removed from all duties and may be subject to the disciplinary procedure. No return to duty will be permitted until the employee has been reviewed by a Substance Abuse Professional, complies with his/her recommendations, and successfully passes required return-to-duty tests. Follow-up tests will also be required.
5. For post-accident testing, the results of breath or blood tests conducted by law enforcement officials will be accepted as long as the testing conforms with federal and state requirements for alcohol testing and the results are made available to the employer.

All testing procedures will conform to the requirements outlined in federal regulations (49 CFR Part 40) for ensuring the accuracy, reliability and confidentiality of test results.

B. Drug Testing Procedures

The employee must provide a urine specimen which will be analyzed by a certified laboratory.

1. Regulations require that each urine specimen be divided into one "primary" specimen and one "split" specimen.
2. If the primary specimen confirms the presence of one or more of the drugs set forth in the Regulations, the employee has 72 hours to request that the split specimen be sent to another certified lab for analysis. (Note: The employee must be removed from duties at this time.)
3. If the screening test has a drug-positive result, a confirmation test will then be performed for each identified drug using gas chromatography/mass spectrometry (GC/MS) analysis.
4. All drug test results will be reviewed and interpreted by a physician (also called a Medical Review Officer) before they are reported to the employer.

5. If the laboratory reports a positive result to the Medical Review Officer (MRO), the MRO shall interview the employee to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that it is legitimate medical use of a prohibited drug, the drug test result is reported as negative.
6. If the MRO reports a positive drug result, the employee must be evaluated by a Substance Abuse professional and follow that person's recommendation prior to taking a return-to-duty test which return to work may be subject to the disciplinary procedure. Follow-up testing is also required.
7. For post-accident testing, the results of urine tests conducted by law enforcement officials will be accepted as long as the testing conforms with federal and state requirements for controlled substance testing, and the results are made available to the Town.

All controlled substance testing shall comply with the requirements of the federal regulations (49 CFR Part 40) including procedures for the proper identification, security and custody of the sample, use of certified laboratories, gas chromatography/mass spectrometry analysis testing, assurance that all drug test results are reviewed and interpreted by a physician, and confidentiality of employee test records.

C. Delay in Taking or Refusal to Take Required Alcohol and/or Drug Tests

An employee's refusal to take a required alcohol and/or drug test will be treated as a positive drug test result and/or an alcohol test result of .04 or greater. The employee must be evaluated by a substance abuse professional, follow that person's recommendations prior to taking a return-to-duty test, and submit to any recommended follow-up testing. Drivers may also be subject to a minimum fine of \$5,000 for refusing to take a test.

An employee is expected to report without delay for testing as instructed. Failure to report for testing as instructed may result in immediate suspension from employment, without pay, until such time as a meeting can be scheduled (within 72 hours) to discuss continued employment for the employee.

IV. Consequences

In the event that an employee has violated any of the prohibitions listed above or has tested positive for alcohol and/or drugs, he/she will be immediately removed from driving and any other safety-related duties and will not be considered for a return to duty until he or she:

- A. has been evaluated by a substance abuse professional
- B. has complied with any treatment recommendations; and
- C. has received a satisfactory result from a return-to-duty test

Any employee who has a positive test may be subject to the disciplinary procedure.

An employee who has been removed from safety sensitive driving under this policy may use accrued sick time to the extent available during the period of suspension from work. The employee shall also be subject to follow-up testing.

The Town is not required by federal regulations to provide rehabilitation pay for treatment or on reinstatement of an employee as a driver if the employee has violated the regulations. Any treatment or rehabilitation program will be provided in accordance with Town policy.

V. Training

The Supervisor and every other person designated to determine whether reasonable suspicion exists to require an employee to undergo reasonable suspicion testing must receive at least one hour of training on alcohol misuse and at least one additional hour of training on controlled substance use which they will use in making their determinations.

VI. Recordkeeping and Reporting

The Supervisor and/or his/her designee shall ensure that alcohol and drug testing records are maintained and that annual reports are filed in accordance with the requirements specified in federal regulations. All employee test records will be kept confidential.

VII. Notifications

Every affected employee shall receive information about the signs, symptoms, and effects of alcohol misuse and controlled substance use as well as a copy of the Town's policy and procedures, the consequences of testing positive and whom to contact within the Town to seek further information and/or assistance.

APPENDIX "L"

TIME AND ATTENDANCE POLICY

The Clarkstown Time and Attendance Policy is intended to provide Department Supervisors with standardized monitoring, control and management systems to reduce employee absenteeism and tardiness and to prevent the inappropriate and/or excessive use of leave credits and reliance upon leave without pay. Legitimate use of time credits shall not be included in/or to establish a pattern of abuse.

The parties agree to the following discipline schedule for post-probation permanent competitive class employees and permanent non-competitive or labor class employees subject to Appendix "I". The employee's sole recourse to challenge any penalty of a one day suspension or more sought by the Town shall be via the process set forth in Appendix "I".

A. **Definitions:**

(a) Unauthorized Absence – an absence not approved prior to the end of an employee's last previous work shift and, which is not subsequently authorized. These types of absences fall into what is commonly referred to as "no call-no show" absences. Early Departure from the assigned duty station or following a disciplinary interview, without supervisory approval, will constitute an Unauthorized Absence. Should an employee provide timely notification of absence but choose not to charge accrued time (commonly referred to as a "no pay day") such absence shall be considered unauthorized. It is understood that

absence pursuant to approved leave without pay pursuant to Article XIX, approved half pay sick leave and/or absence required to be approved pursuant to the Family and Medical Leave Act will not be considered unauthorized.

(b) Tardiness – for thirty-five (35) hour employees an absence of more than five (5) minutes from the assigned work station at the time work is scheduled to begin. It is understood that all thirty-five (35) hour employees shall sign in and out and shall not use a time clock. For forty (40) hour employees, the same standard shall apply unless a finger scanner time clock is used. In such cases the following formula shall be followed: Five minutes grace period for each thirty (30) employees of a department using the time clock. Should the Town institute a punch card time clock the grace period shall be six (6) minutes. However, it is understood that the grace periods referenced above are not intended for employees to regularly show up for work later than the scheduled start time of the work day.

(c) Occasions of Absence – once an employee is designated an abuser any one (1) day, two (2) consecutive or three (3) consecutive work days of absence. Evidence provided by a doctor which substantiates that an employee was unable to work for a period of longer than three (3) consecutive work days will cause the longer period to count as one (1) occasion of absence. This medical substantiation must be submitted within five (5) business days of returning to work.

(d) Authorized Absence Without Pay – an absence requested and approved in advance by the Department Head or his designee where the employee has no accrued time available to charge for the absence. It is

understood that such absences are generally intermittent. A Department Head or designee may not approve an absence of this type longer than two (2) weeks. Such leave without pay in excess of two (2) weeks must be approved by the Town Board.

B. Tardiness:

Where a Department Head determines that an employee has abused time through repeated tardiness a written warning will be issued. The employee will be considered a tardiness abuser upon the issuance of a written warning. The Department Head shall be consistent with regard to standards to be applied for determining when such a written warning shall be issued. In the event of transportation difficulties, strikes, severe storms or similar uncontrollable conditions affecting employees, tardiness may be excused. Once the employee has been deemed a tardiness abuser, the employee may no longer charge his/her time accruals to cover work not performed as a result of a late arrival to work. It is understood that an employee shall be considered "Tardy" unless the employee does not come in that day. The following disciplinary schedule shall be applied for those individuals who have been deemed tardiness abusers:

- (a) First Offense: Actual time late plus \$50.00 fine.
- (b) Second Offense: Actual time late plus \$100.00 fine.
- (c) Third Offense: Actual time late plus charges pursuant to Appendix "I".

An employee that has been designated a tardiness abuser will have that designation removed where the employee has reported for work on time with no occasion of tardiness for six (6) months. However, should an employee be designated a tardiness abuser a second time the following schedule shall apply:

- (a) First Offense: Actual time late plus \$100.00 fine.
- (b) Second Offense: Actual time plus charges pursuant to Appendix "I".

Should an employee be designated a tardiness abuser a third time charges will be brought pursuant to Appendix "I".

C. Excessive Absenteeism:

A Department Head may determine that an employee has abused leave time based upon a pattern of absenteeism for the following reasons:

- (a) Unauthorized absence;
- (b) Misuse of accruals including but not limited to the use of sick leave as vacation; use of personal leave as vacation;
- (c) Patterns of abuse including but not limited to use of sick leave on Mondays or Fridays, before or after holidays, before or after paydays and/or before, after or during work assignments an employee does not desire to participate in.

Any pattern of absenteeism which forms the basis for such a designation must be established by the Department Head and the

standards for determining any pattern of absence shall be applied consistently throughout the Department. The Department Head must give the employee a written warning at the time that the employee is determined to be an abuser. Thereafter, the following schedule of discipline shall be applied:

(a) Second occasion of absence: Written reprimand placed in personnel file.

(b) Third occasion of absence: Charges pursuant to Appendix "I".

D. **Unauthorized Absence:**

Where a Department Head determines that an employee has participated in an unauthorized absence, the employee will be subject to the following:

(a) First Offense: \$100.00 fine;

(b) Second Offense: Charges pursuant to Appendix "I".